



**CITY OF SPOKANE**  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3327  
509.625.6250

December 16<sup>th</sup>, 2016

Susan Morales  
EPA Region 10  
1200 Sixth Avenue, Suite 900  
Mailstop: ECL-112  
Seattle, WA 98101

Dear Ms. Morales:

**RE: Application by the City of Spokane, Washington for U.S. EPA FY2017 Brownfields  
Cleanup Grant Funding for Hazardous Substances  
Riverfront Park – Targeted Cleanup Area A  
610 West Spokane Boulevard, Spokane WA 99201**

The City of Spokane (City) is pleased to submit the enclosed application to the U.S. EPA for \$200,000 of Brownfields Cleanup Grant funding for Hazardous Substances as part of the EPA Fiscal Year 2017 competition. Cleanup Grant funding is needed to address contaminated soils during the revitalization of Riverfront Park, which consists of 100 acres of land and water in the heart of downtown Spokane.

Spokane Falls has long been a gathering place for people. Native Americans thrived here for ages before pioneers established the City in the late 1800s. For over 70 years the railroad industry fueled the City's growth, and rail yards and industries covered the present day park. After a period of decline, the area underwent rapid transformation. Chosen as the site for Spokane's Expo '74, "The World's Fair", in a few short years the City underwent unprecedented revitalization including cleaning up the river, restoring rail yards and dozens of properties, and building the expansive park grounds and facilities that welcomed visitors to the first environmentally focused World's Fair.

In the 42 years since Expo '74, economic distress and lack of investment has resulted in deteriorating conditions that have negatively impacted the area. Over 5,000 of the City's most economically distressed residents reside in adjacent neighborhoods. Poverty rates exceed 50%, half of households qualify for food stamps or SNAP, and home ownership rates are <20% of local, state and US averages.

Extensive community engagement was central to establishing the Riverfront Park Master Plan, and citizens overwhelmingly chose to invest in the future of park. The park bond was supported by 67% of the vote in November 2014's General Election. Spokane said "yes" to a much-needed **\$60 million investment** in the park. The Master Plan envisions the future of Riverfront Park as a vibrant expression of the region, connecting Spokane's historical roots and the City's natural beauty with its present culture. The revitalized park will provide both active spaces for entertainment and passive spaces for reflection. With over 2 million annual visitors, the park will continue to serve as the primary economic generator for downtown Spokane.

Planned improvements include an innovative Ice Ribbon & Skyride Facility, the Loeff Carousell Building, playgrounds, public spaces and grounds, and upgrades to the U.S. Pavilion and event shelters. Geotechnical investigations conducted in April 2016 as part of the design phase identified soil contaminated with metals (mostly lead and arsenic), polycyclic aromatic hydrocarbons (PAHs) and petroleum hydrocarbons at concentrations greater than applicable cleanup standards. During subsequent Phase II ESA activities, soil contamination was identified as being prevalent throughout the park. Impacts appear to be related to industrial activities pre-dating Expo '74.

In addition to the Phase II ESA, the City enrolled Riverfront Park in Ecology's Voluntary Cleanup Program and established an approved Soil Management Plan. Estimated costs to address impacts exceed \$3 million. As cleanup costs are not covered by the park bond, EPA funding is desperately needed to implement cleanup activities and conduct outreach and education activities.

In 2016 City Council approved a resolution to designate Riverfront Park a brownfield redevelopment opportunity zone (BROZ), one of only three in Washington. The BROZ will maximize opportunities to leverage EPA funding as Riverfront Park may now be prioritized for funding sources from state programs. Spokane has an incredible record of partnering with EPA, Ecology, Commerce and other agencies on major brownfield projects like Kendall Yards and Hillyard (the YARD). We look forward to continuing our partnerships on this landmark endeavor to stimulate vitality in the heart of our downtown. If you have any questions relating to the City's Riverfront Park – Targeted Cleanup Area A proposal, please contact me at your earliest convenience.

Sincerely,



David A. Condon  
Mayor

**Grant Summary Information:**

<b>Applicant ID</b>	City of Spokane, Washington	
<b>Applicant DUNS No.</b>	115528189	
<b>Funding Requested</b>	i. Type:	Cleanup
	ii. Amount:	\$200,000 with No Waiver of Cost Share
	iii. Contamination:	Hazardous Substances
<b>Location</b>	<b>City of Spokane, Spokane County, Washington</b>	
<b>Property Information</b>	<b><i>Riverfront Park – Targeted Cleanup Area A</i></b> 610 West Spokane Boulevard, Spokane WA 99201	
<b>Project Contact Info.</b>	<b>Highest Ranking Official</b>	<b>Project Director</b>
Name and Title	Mayor David A. Condon	Teri Stripes, Assistant Planner, Planning & Development Services
Address	808 W. Spokane Falls Boulevard Spokane, Washington 99201-3316	808 W. Spokane Falls Boulevard Spokane, Washington 99201-3316
Phone Number	509.625.6250	509.625.6597
Fax Number	509.625.6550	509.625.6013
Email Address	<a href="mailto:mayor@spokanecity.org">mayor@spokanecity.org</a>	<a href="mailto:tstripes@spokanecity.org">tstripes@spokanecity.org</a>
<b>Date Submitted</b>	December 22, 2016 (via <a href="http://www.grants.gov">www.grants.gov</a> )	
<b>Project Period</b>	3 years (2017-20)	
<b>Population</b>	213,272 (US Census 2015 Estimate)	
<b>Persistent Poverty</b>	The City is not located within a county experiencing persistent poverty.	
<b>Other Factors</b>	See attached checklist	
<b>Letter from State</b>	See attached letter from Washington Department of Ecology	

## **COVER LETTER ATTACHMENTS**

1. Regional Priorities Form/Other Factors Checklist
2. Letter of Acknowledgement from the Washington State Dept. of Ecology

# Regional Priorities Form/Other Factors Checklist

Name of Applicant: City of Spokane, Washington

## Regional Priorities Other Factor

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.F., please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s): 1. Protect/Enhance Water; 2. Threatened and Endangered Species (TES)

Page Number(s): 11, 12

## Cleanup Other Factors

Please identify (with an **x**) which, if any of the below items apply to your community or your project as described in your proposal. To be considered for another Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	
Applicant is, or will assist, a federally recognized Indian tribe or United States territory. <b>(X)</b>	9, 12
Target brownfield sites are impacted by mine-scarred land.	
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion by identifying amounts and contributors of funding in the proposal and have included documentation. <b>(X)</b>	6,7
Recent natural disaster(s) (2012 or later) occurred within community, causing significant community economic and environmental distress. <b>(X)</b>	4
Recent (2008 or later) significant economic disruption has occurred within community, resulting in a significant percentage loss of community jobs and tax base. <b>(X)</b>	4
Applicant is one of the 24 recipients, or a core partner/implementation strategy party, of a "manufacturing community" designation provided by the Economic Development Administration (EDA) under the Investing in Manufacturing Communities Partnership (IMCP). To be considered, <b>applicants must clearly demonstrate in the proposal the nexus between their IMCP designation and the Brownfield activities. Additionally, applicants must attach documentation</b> which demonstrate either designation as one of the 24 recipients, or relevant pages from a recipient's IMCP proposal which lists/describes the core partners and implementation strategy parties.	
Applicant is a recipient or a core partner of HUD-DOT-EPA Partnership for Sustainable Communities (PSC) grant funding or technical assistance that is directly tied to the proposed Brownfields project, and can demonstrate that funding from a PSC grant/technical assistance has or will benefit the project area. Examples of PSC grant or technical assistance include a HUD Regional Planning or Challenge grant, DOT Transportation Investment Generating Economic Recovery (TIGER), or EPA Smart Growth Implementation or Building Blocks Assistance, etc. To be considered, <b>applicant must attach documentation.</b>	
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant. <b>(X)</b>	15





STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

December 8, 2016

Susan Morales  
U.S. Environmental Protection Agency, Region 10  
1200 Sixth Avenue, Suite 900 (ECL-112)  
Seattle, Washington 98101

Dear Ms. Morales:

I understand that the city of Spokane (City) will submit an application to the U.S Environmental Protection Agency (EPA) for an Assessment Grant under the Fiscal Year 2017 Brownfields Program grant cycle. The City intends to use EPA grant funds to inventory and plan for cleanup and reuse of a priority Brownfields site called Havermale Island at 610 West Spokane Boulevard, Spokane, WA 99201. This project will support EPA's efforts to put previously contaminated properties back into productive use.

As a requirement of the City's application, the City has informed Ecology of their plans to apply for this assessment grant. Ecology is very supportive of these efforts and this letter is provided to recognize that the City has fulfilled their notification requirement. The Ecology point of contact for this project is Kathy Falconer, in Ecology's Eastern Regional Office. Her telephone number is (509) 329-3568. For questions regarding this letter or general Brownfields questions, please contact me at (360) 407-7188.

Sincerely,

Alan Bogner  
Brownfields Program Manager  
Toxics Cleanup Program  
WA State Department of Ecology  
PO Box 47600  
Olympia, WA 98504-7600

cc: Teri Stripes, City of Spokane  
Kathy Falconer, Ecology  
Sandra Treccani, Ecology  
Deborah Burgess, EPA

# **NARRATIVE PROPOSAL**

## 1. Community Need / 1.a. Target Community & Brownfields:

**Community & Target Area Descriptions:** The City of Spokane is located on the Spokane (Spokane) River in Eastern Washington's Columbia Basin, 20 miles from the Idaho state line and 110 miles south of the Canadian border. Spokane is the second largest city in Washington and the economic center of the Inland Northwest. Spokane's historic location along the Great Northern Railroad made it a transportation hub and regional shipping center for timber, mining, and agricultural industries. Located in the heart of downtown, what is now **Riverfront Park ("RFP" or "the Park")** has long been a gathering place for people. Native Americans thrived here for ages before pioneers arrived in the late 1800s. The railroad industry fueled the City's growth, and rail yards and industries covered the area presently occupied by the Park. Chosen as the location for Spokane's 1974's World's Fair Exposition ("Expo '74") the area underwent rapid transformation. In a few short years the City completed unprecedented revitalization efforts which included removing the rail yards and depots and building the expansive Park grounds. In the 42 years since Expo '74, economic distress and a lack of major investment resulted in deteriorating conditions that have negatively impacted the area.

A new era of revitalization has arrived, however, as November 2014's General Election saw Spokane voters say "yes" to a much-needed **\$60 million investment** in RFP! Planned improvements include an innovative Ice Ribbon & Skyride Facility, Loeff Carousel, upgraded playgrounds, public spaces and modernizations to the U.S. Pavilion and event shelters. Site investigations conducted in April 2016, however, identified wide-spread contamination with soil impacted by metals, polycyclic aromatic hydrocarbons (PAHs) and petroleum hydrocarbons. The impacts are related to industrial activities pre-dating Expo '74, and **estimated cleanup costs exceed \$3 million**. The information presented in this proposal is in reference to the **Loeff Carousel area of the Park (historical parcel Q)**.

**Demographic Information & Indicators of Need:** Over 5,000 of the City's most economically distressed residents reside in the neighborhoods adjacent to the Park. Poverty rates and those qualifying for assistance exceed 50%, and home ownership rates are less than 20% of local, state and US averages. Census Tracts 24 and 35, which contain the target area, are significantly disadvantaged, suffering poverty (and child poverty) rates over twice that of the City and over three times the rates of the State and County rates. The median income for both tracts is nearly a third of the median income for Spokane. Approximately half of the households receive food stamps and the numbers of households receiving Supplementary Security Income are over twice that of Spokane. Homeownership rates for tracts 24 and 35 are approximately 5 and 18 times lower than the City homeownership rate. Additionally, CT 24 has a higher than average minority population than the City. Both tracts also have lower rates of high school and college graduates than the rest of the City.

Data Type <sup>1</sup>	North Bank	RFP	Spokane City	Spokane County	Washington State	United States
<b>Census Tract ID</b>	<b>CT 24</b>	<b>CT 35</b>	-	-	-	-
Population	2,763	2,281	210,142	476,950	6,899,123	314,107,084
Unemployment Rate <sup>2</sup>	N.A.	N.A.	N.A.	5.8%	5.1%	4.8%
5-Year Unemployment Rate	21.2%	6.8%	9.5%	9.0%	8.8%	9.2%
Poverty Rate	53.8%	49.2%	19.3%	15.6%	13.5%	15.6%
Child Poverty	86.5%	63.6%	23.7%	18.7%	18.1%	21.9%
Median Income	\$14,494	\$14,375	\$42,814	\$50,432	\$60,294	\$53,482
% Total households with Food Stamp/SNAP benefits	49.8%	51.5%	23.3%	18.1%	14.2%	13.0%
% Total households with SSI	20.9%	17.3%	7.4%	5.8%	4.7%	5.3%
Percent Minority	24.4%	10.7%	16.9%	13.9%	28.7%	37.2%
%American Indian & Alaska Native	4.6%	1.5%	1.5%	1.3%	1.2%	0.7%
%Hispanic	9.3%	4.4%	5.7%	4.9%	11.7%	16.9%
homeownership rate	10.9%	3.1%	56.2%	63.4%	62.7%	64.4%
% less than high school	21.8%	13.1%	8.7%	7.4%	9.8%	13.7%
% bachelors	13.8%	20.9%	28.6%	28.6%	32.3%	29.3%
Land Area (sq. mi) <sup>3</sup>	N.A.	N.A.	59	1,764	66,456	3,531,905

<sup>1</sup> Unless noted otherwise, all data reflects 2010-2014 American Community Survey, 5-yr data (obtained from [www.factfinder.census.gov](http://www.factfinder.census.gov)).

<sup>2</sup> September 2016 Unemployment Rate (obtained from Bureau of Labor Statistics: [www.bls.gov](http://www.bls.gov)).

<sup>3</sup> Land area data reflect Census 2010 data (obtained from [www.quickfacts.census.gov](http://www.quickfacts.census.gov)).

**Bold** indicates sensitive population or economic distress factors that exceed or are less than (depending on the factor) City averages. Shaded indicates results exceed or are less than (depending on the factor) national averages. N.A. = Not Available. SSI = Social Security Income. SNAP = Supplemental Nutrition Assistance Program.

**Brownfields & Their Impacts:** The 100-acre RFP area has been industrially developed since the 1880's. Located along the Spokane River in the center of the City of Spokane the area has long been the site of commercial and industrial development. In the 1880's the area was home to mills and factories, but also a residential population. Since the 1881 arrival of the Great Northern Railroad, the area increasingly became the site of rail line. When the Union Pacific Passenger Depot was built in 1914 many of the residences and lodgings in the area became displaced. Eventually the site became a regional hub for rail industry and transportation, containing multiple factories, depots, and tracks for four transcontinental railroads. Some of the tracks had to be built on trestles to accommodate through traffic. The area continued to be used for industry and transportation with little disruption until the late 1950's when declining industrial conditions led to the vacancy and demolition of many long standing buildings. When the area was cleared for the Expo '74 the only remaining remnant of this industrial past was the clock tower of the Great Northern depot. The RFP area was the site of intensive industrial and commercial activity prior to the Expo '74. The site was home to mills, depots, factories, and was crisscrossed by the tracks of four transcontinental rail lines. While the site was cleared and redeveloped as a park, recent investigations have revealed that significant contamination from the site's historical use remains. The Park is listed as a cleanup site in the State Ecology database and has Arsenic, Lead, PAH, and Metals levels that are above the State's cleanup levels. The area is in the center of the City and thus is surrounded by other brownfield sites that might impact it. There are over 250 sites in CT 24 & 35 listed in both Washington State Ecology and US EPA databases including 22 Cleanup Sites and 24 Leaking Underground Storage Tanks. Possible brownfields include the former Inland Empire Plating site and the former Carnation Dairies site, which lie to the north of RFP. Given the park's central location there is a high potential for additional brownfields in the area

**1.b. Welfare, Environmental, & Public Health Impacts: Welfare & Cumulative Public Health Impacts:**

The target area's history of industrial uses and economic decline have left a legacy of social, public health, and environmental impacts. As noted in the adjacent table, the Health District reports the target area ranks the worst in the County for causes of death including major heart disease, chronic lung disease, injury, suicide, and chronic liver diseases.<sup>4</sup>

MORTALITY RATES – AGE ADJUSTED RATE PER 100,000			
Causes of Mortality	Target Area*	Spokane	WA State
Major Heart Disease	374.7	255.8	249.2
Chronic Lung Disease	104.4	54.6	45.6
Injury	164.3	49.1	38.1
Suicide	46.4	15.7	12.8
Chronic Liver Disease	44.7	10.3	9.3
*The target area has the highest prevalence of all the mortality indicators identified in Spokane County.			

The distribution of poor health and disease is not random, as ongoing economic and environmental issues correlate to health and social inequities in the community. According to the Health District, "evidence suggests that the level of education attained indirectly affects and influences a person's health and life expectancy. An individual's overall physical and mental health and life expectancy are directly correlated to their income."<sup>5</sup> Employment once provided by the railyard and associated industries has not been replaced, and lingering financial instability of residents has led to a lower quality of life and shorter life expectancy compared to residents of the County and State. Life expectancy in the target area is the lowest in the City at only 66.17 years, and dramatically lower than the County (78.4) and State (79.2).

ACS 2010-2014 data reports that that only 78-87% of residents in the target area have a high school diploma – compared to the City (91%), County (93%) and State (90%). Likewise, a mere 14-21% have obtained a bachelor's degree (see table in Section 1.a.ii) – much lower than the City and County (both 29%), State (32%) and U.S. (29%).<sup>6</sup> As demonstrated in the table below, EPA's EJSCREEN Tool reports the target area exceeds the 80<sup>th</sup> percentile for populations with less than a high school education in WA State and EPA Region 10. Lack of education indirectly affects health and life expectancy, correlating to higher poverty, reduced rates of health insurance, and higher rates of smoking and binge drinking. In the target area, 40% of mothers smoke during pregnancy, compared to just 4% in more affluent neighborhoods.<sup>7</sup>

<sup>4</sup> Spokane Regional Health District, *Odds Against Tomorrow – Health Inequities in Spokane County*, 2012.

<sup>5</sup> Spokane Regional Health District, *Odds Against Tomorrow – Health Inequities in Spokane County*, 2012.

<sup>6</sup> 2010-2014 American Community Survey, 5-yr data (obtained from [www.factfinder.census.gov](http://www.factfinder.census.gov)).

<sup>7</sup> Spokane Regional Health District, *Odds Against Tomorrow – Health Inequities in Spokane County*, 2012.

These educational and health disparities create financial burdens for target area residents. As indicated in the table in Section 1.a.ii, residents have a poverty rate of roughly 49-54% - nearly 4X the County, State and U.S. rate.<sup>8</sup> Residents also struggle to afford groceries, as demonstrated by the 50-52% rate of target area households receiving food stamp benefits – 3X higher than the County (18%), State (14%) and U.S. (13%).<sup>9</sup> As shown below, EPA's EJSCREEN Tool reports the target area exceeds the 90<sup>th</sup> percentile for low income populations in WA State, EPA Region 10 and the U.S. Furthermore, the target area exceeds the 80<sup>th</sup> percentile for the demographic index (a combined average of low income and minority populations) in WA State and EPA Region 10.

Though startling, these statistics do not represent the full scope of distress in the target area. The target area has become a refuge of last resort for a large number of homeless and transient people. Current census data does not take into account these transient populations, so the true number living in poverty is unknown.

Selected Variables <sup>10</sup>	Target Area		
	%tile in WA	%tile in EPA Region 10	%tile in US
Demographic Index	84	85	70
Low Income Population	96	96	94
Population With Less Than High School Education	83	82	70

High unemployment and poverty combined with a lack of opportunity in the target area degrades community stability and leads to increased drug use and crime. AreaVibes gives Spokane an "C" crime rating, citing statistics that community members have a 1 in 13 chance of becoming a victim of a violent or property crime. Specifically, the violent crime (murder, rape, robbery, assault) rate in Spokane is 80% higher than the state average and 40% higher than the U.S. average.<sup>11</sup> The City has the second highest crime rate in the State and the target area has the highest crime rates in the City.<sup>12,13</sup> The sprawling 100-acre park with poor lighting, meandering pathways, and overplanted vegetation that provides ample hiding places poses significant safety concerns for pedestrians, particularly after dusk. Unlike other City parks that close earlier, RFP is open until midnight because it is the only feasible pedestrian option for those working downtown and living on the other side of the River. This poses many safety risks as the Park becomes a hotbed of illegal activity after hours and has required the City to significantly increase police patrols in the Park around-the-clock.

**Cumulative Environmental Issues:** The RFP area was the central transportation hub for the region. Its history of industrial development resulted in environmental effects that persist to the present day. As described in the RFP Master Plan, stormwater is the biggest source of pollution in the Spokane River. Many of the Park's brownfield sites also facilitate stormwater infiltration due to lack of infrastructure and large swaths of vacant, pervious land. Contaminants found in soil and other surficial sources are carried offsite by stormwater that creates waste streams and spreads pollutants to adjacent areas and into the River. Furthermore, without effective stormwater management, contaminants from surface source areas can be flushed deep into the ground, resulting in costly remediation efforts.

Aside from stormwater pollution, air quality is the second greatest environmental concern in the target area. As demonstrated in the "Environmental Justice Indicators" table below (generated using EPA's EJSCREEN Tool), when compared to WA State and EPA Region 10, the target area falls in the 85th percentile for exposure to Particulate Matter (PM), ozone, and diesel emissions and in the 90th percentile for exposure to lead paint and proximity to traffic volume. Sensitive populations in this areas are exceptionally at-risk of exposure to cumulative environmental impacts from soil, water, air, and other sources. Additionally, the target area falls in the 80th percentile for proximity to superfund sites, sites with risk management plans (increased potential for chemical spills) and sites discharging wastewater.

Selected Variables <sup>14</sup>	%tile in WA	%tile in EPA Region 10	%tile in US
Particulate Matter (PM2.5)	84	85	68
Ozone	86	86	69
National-Scale Air Toxics Assessment (NATA)* Diesel PM	84	86	74
NATA* Air Toxics Cancer Risk	85	86	71

<sup>8</sup> Spokane Regional Health District, *Odds Against Tomorrow – Health Inequities in Spokane County*, 2012.

<sup>9</sup> 2010-2014 American Community Survey, 5-yr data (obtained from [www.factfinder.census.gov](http://www.factfinder.census.gov)).

<sup>10</sup> Generated using EPA Environmental Justice Screening (EJSCREEN) Tool on 12/12/16.

<sup>11</sup> "Reported Annual Crime in Spokane." Spokane, WA Crime. *AreaVibes*, 2015. [www.areavibes.com](http://www.areavibes.com).

<sup>12</sup> Sparkes, Sam. "10 Most Dangerous Cities in Spokane." *RoadSnacks*, Oct. 07, 2015. [www.roadsnacks.net](http://www.roadsnacks.net).

<sup>13</sup> "Riverfront Park to increase security patrols this summer." *KHQ*, April 08, 2015. [www.khq.com](http://www.khq.com).

<sup>14</sup> Generated using EPA Environmental Justice Screening (EJSCREEN) Tool on 12/12/16.

Selected Variables <sup>14</sup>	%tile in WA	%tile in EPA Region 10	%tile in US
NATA* Respiratory Hazard Index	85	86	76
Traffic Proximity and Volume	95	95	89
Lead Paint Indicator	89	90	79
Superfund Proximity	85	89	80
Risk Management Plan (RMP) Proximity	82	83	69
Water Discharger Proximity	87	88	75

*\*NATA is a comprehensive evaluation of air toxics and was developed to prioritize air toxics, emission sources and locations of interest for further study. \*\* Facilities with RMPs have increased potential for chemical spills.*

Air quality issues are exacerbated by natural disasters that have wreaked havoc on the area. In the past 8 years, the following disaster declarations were issued by FEMA for Spokane County in response to wildfires: #FM-5148 and #FM-5149 (**2016**), #FM-5063 and #FM-5058 (**2014**) and #FM-2783 (**2008**). In addition, the County was hit with another severe windstorm in November **2015** (federal disaster #DR-4249; see Section 1.c). August **2016** arrived with a series of 3 wildfires that simultaneously tore through the County. As a result of the wildfires, air quality across the County dropped to unhealthy levels and led to the issuing of several air quality alerts by the U.S. National Weather Service. Poor air quality index ratings forced high school athletics and other outdoor activities to be canceled until further notice. The influx in wildfires over the past three years is largely due to climate change that has resulted in unusually hot, windy weather – a combination that makes the area ripe for wildfires. Areas of the County bounded by rivers (such as the Spokane Indian Reservation) that were historically protected from wildfires went up in flames as high winds caused the fires jump rivers and more devastation ensued. Nearly 7k acres were burned and fire suppression efforts cost ~\$2M.

**1.c. Financial Need / 1.c.i. Economic Conditions:** Forbes Magazine ranked Spokane last out of 100 US Metro Areas for projected job growth in 2012 and 2015. While Washington State has rebounded from the latest national recession, regaining more than 100% of jobs lost since the economic downturn, Spokane County has been left behind and only recovered about half of its lost jobs.<sup>15</sup> The County shed 14,200 jobs from **2008 to 2010**, including many manufacturing-based positions. In **2008**, Columbia Lighting, one of Spokane's oldest businesses (open since 1898), relocated its local manufacturing facility to Mexico, eliminating over 200 jobs. In **2010**, Agilent Technologies closed its circuit board manufacturing facility, terminating all 1,200 employees. Eastern Washington's largest employer, Fairchild Air Force base (located 12 miles from Spokane), employs over 8,600 people and generates 13% of the local economy. In **2013**, the facility lost its bid to house the new KC-46A air refueling tanker, and with it, the potential for hundreds of millions of dollars in economic impact to the region.

The regional economy has also been adversely impacted by wildfires and severe windstorms, totaling **5 natural disasters since 2012** (Section 1.b) and several additional wildfires that sent the City into a state of emergency. In November **2015** Spokane experienced record high wind speeds that results federal disaster declaration #DR-4249. This extreme windstorm downed power lines and trees throughout the City, uprooting larger trees with significant root systems and disturbing subsurface soils, broadcasting them over a wide area and affecting air quality. Although the City received \$874,214 in federal aid, cleanup and repairs cost millions of additional dollars in damage, shouldered by the City, County, and private landowners. RFP lost 33 trees during this event, including many that were planted immediately following the World's Fair in 1974. Costs to remove downed trees, repair grass and pathways destroyed by large root systems from downed trees, cleaning up debris, and replanting trees were directly incurred by the City. The City also incurs financial difficulty from increased demands for social services during these times of crisis.

Furthermore, WA State budget deficits have resulted in reductions to shared revenues and other aid provided to the City. Washington's **2009-2010** \$8B deficit placed it in the top 10 states with the greatest budget shortfall. The shortfall resulted in billions of dollars of cuts to funding for state and local programs.<sup>16</sup> Privatization of the state liquor monopoly in **2013** has also resulted in reduced general fund revenues for the City.

**1.c.ii. Economic Effects of Brownfields:** If fully utilized, RFP has the potential to generate over \$1 billion in revenue for the City. Instead, the Park is currently depleting revenues and placing increased burdens on municipal services. RFP attracts 2.2M visitors per year and is the primary economic generator for downtown Spokane. While there have been some small-scale improvements made to the Park since Expo '74, there has not been a comprehensive investment in the Park in over 40 years. Many of the programs and facilities are outdated, no longer in use and falling into disrepair, and **the Park presentably runs an annual deficit of over \$1M**. The various shelters and remaining pavilions throughout the Park have either outdated infrastructure that make it difficult to

<sup>15</sup> Bureau of Labor Statistics, www.bls.gov

<sup>16</sup> Ballotpedia. *Washington State Budget (2008-2009)*.

host public events or are in need of serious upgrades that do not allow for public access. Program uses such as the IMAX Theatre, that used to generate surplus revenue for the City is now **operating at a loss**. Large events such as Bloomsday, Pig Out in the Park, and Hoopfest need greater amounts of flat programmable outdoor space and upgraded power for public events such as music concerts, beer gardens, and concessions that would generate much needed revenue for the City and create new jobs for the community. With the Park currently operating a loss, there are simply no resources available to finance these much needed improvements that would provide the City with great returns on investment.

A 10% increase in calls to the Park's Security Department from 2013 to 2014 prompted a pilot program where officers stepped up 24-hr/day patrols to crack down on crime. The results showed the costs to repair vandalism in the Park (destroyed benches, smashed garbage cans, etc.) dropped from \$44/day to less than \$13/day, however, much criminal activity still occurs at the park and increased patrols (while necessary for public safety) put additional financial burdens on the City. Although more police officers now patrol the park and vandalism has decreased, poor lighting combined with obstructed views from overly planted vegetation and meandering pathways (developed as part of Expo '74) continue to provide many opportunities for ongoing illegal activities and hinder patrol efforts.

**2. Project Description & Feasibility of Success / 2.a. Project Description / 2.a.i. Existing Conditions:** The site is located within RFP and comprises approximately 1.68 acres and is assigned an address of 610 West Spokane Boulevard in the City. The tax parcel ("Q") was one of many donated to the City by the Union Pacific Railroad following several years of complex negotiations. See Figures 1 and 2 in **Attachment D**.

**2.a.ii. Proposed Cleanup Plan:** EPA cleanup funding will be used to finalize the Draft Analysis of Brownfield Cleanup Alternatives (ABCA; Attachment F) for the Site, prepare bid specifications, procure remedial contractors and an environmental consultant, and to execute and document the remedial activities. Community outreach and education related to brownfields and the cleanup grant project will also be provided. The proposed cleanup plan incorporates use of green or sustainable methods or materials. The ABCA is based on a Soil Management Plan developed for the Park in June of 2016 and submitted to the Washington State Department of Ecology on May 26, 2015 for review and approved on June 23, 2016. As described in the Draft ABCA, the cleanup plan will involve soil removal and off-site disposal of metals/petroleum hydrocarbon impacted soils from Canada Island. Engine idle reduction practices will also be utilized to further minimize total emissions, neighborhood traffic and fuel costs. Engineering and institutional controls will be maintained. As described in the ABCA, climate change is not anticipated to significantly impact the effectiveness of the proposed cleanup plan.

**2.a.iii. Alignment with Revitalization Plans:** The 2014 RFP Master Plan outlines a vision for the Park for the next 20 years. The plan was developed by the citizens of Spokane and included over 75 public outreach meetings with neighborhood councils, community stakeholders and interest groups including the RFP Citizen Advisory Committee, City Staff, Spokane Park Board, City Council and Mayor's office. The core principle established during development of the Master Plan is the idea "of bringing people to the center." The Plan aims to support existing communities and ultimately attract greater amounts of people and events to the center, to the Spokane Falls and the Pavilion through improved access and increased direct circulation and a new central plaza to host large and small events. RFP also connects communities on the north and south sides of Spokane bringing them together at the Spokane River and providing them a place to celebrate the regions history, bioregion and people. The Spokane Park Board prioritized development opportunities into three tiers, totaling \$64.3 million. Voters approved the bond during the November 2014 election which funds the first tier priority development opportunities. A key component of the 2014 Master Plan is to provide the Loeff Carousel, built in 1909 and moved to RFP in 1975 a new home. The Carousel is a Park favorite attracting over 500,000 visitors to the Park annually. This icon needs to be preserved for future generations and is in dire need of modernizations to make it more accessible to the community. The new Loeff Carousel building will offer a climate controlled environment to protect the wood carvings of the carousel, a more intimate relationship between the River and Carousel riders. In addition, the new building will include larger spaces for community and private gatherings. Funds from this cleanup grant will be used to manage and dispose of impacted soils that are encountered during construction activities. This is an integral part of facilitating the redevelopment of the Park and implementing the vision set forth in the Plan. A redesigned and upgraded Riverfront Plan will sustain the park into the future, growing the 2.2 million annual visitors while continuing to serve a primary economic generator for downtown Spokane.

**2.b. Task Descriptions & Budget Table: Task Descriptions:** The scope of work will be completed via the three tasks detailed below. The City of Spokane has completed the consultant procurement process (Section 5.b) in accordance with the requirements of 2 CFR 200.317-200.326. The budget provided for each task includes an average rate of \$85/hr for contractual services. ***The City has elected NOT to use grant funds for personnel or fringe***



**costs.** Instead, the City will provide a \$17,200 in-kind contribution of personnel + fringe costs [at an average rate of \$60 (\$45 personnel + \$15 fringe)/hour x 8hrs/month x 3yr grant term] in support of the tasks below. Likewise, the project partners will provide \$29,290 of in-kind contributions (letters in Attachment B) in support of community outreach activities.

**Task 1) Community Outreach (Requested EPA funds \$0):** The City will utilize in-house staff to prepare and implement a Community Relations Plan (CRP) as in-kind services. Several of the community based organizations serving as project partners will assist in this effort. Area residents will have the opportunity to voice their concerns and will learn about the health risks of the Site and the cleanup methods to be employed as well as be kept informed as to the progress and status of the remediation activities. Although the City intends to attend state and national conferences over the grant implementation period travel costs have already been budgeted in other grants being implemented by the City (FY 2015 CWA Grant).

**Task 2) Site Remedial Contractor Work (Requested EPA funds \$177,500):** Task 2 includes site preparation tasks such as contractor mobilization/demobilization and implementation of soil erosion and sediment control measures and construction entrance preparation (\$10,000). Active work areas at the Site will also be appropriately secured. This may include caution tape and lath, poly fencing, and/or signage as required (\$5,000). Proportionally Approximately 1,366 cubic yards (CY) of impacted and/or contaminated soil will be hauled off-site for disposal (\$162,500) in accordance with the Ecology approved Soil Management Plan. The labor rates reflect premiums for Hazardous Waste Operations and Emergency Response (HAZWOPER) certified contractors. A quality assurance project plan will be prepared if required by EPA. Otherwise sampling will be conducted in accordance with Ecology requirements. Prevailing wages under the Davis-Bacon Act rules will be utilized. **Required Cost Share (\$40,000):** The City's required funds from the existing RFP Development Bond will be used to meet the cost share of component and other funding sources (See Section 2.c) are being pursued to address the remainder of the cleanup costs. These funds will be used to cover disposal costs for approximately 336 CY of contaminated soil.

**Other City Costs (\$178,300):** In addition to the requested EPA funding and required cost share, the City's contractor costs will include an additional \$178,300 to complete cleanup activities and disposal of 1,500 CY of soil in the targeted cleanup area. The total estimated cost for Task 2 is \$395,800. Additional cost detail is provided in the ABCA (Attachment F). Remedial cost estimates were developed by the Spokane Parks and Recreation Department.

**Task 3) Engineering Oversight and Reporting (Requested EPA funds \$22,500):** Engineering oversight (\$10,000) and preparation of environmental report that may include the outputs listed below (\$12,500), upon completion of the remedial action in compliance with Ecology requirements. These activities will be conducted by a qualified environmental consultant, competitively retained in accordance with 2 CFR 200.317-326 and any other applicable procurement regulations.

**Outputs:** Project documents/reports, including the ABCA, Soil Clean up Specification/Bid Package, and environmental reports. These will be tracked and measurement in accordance with Section 5.c.

**Budget Table:** The proposed budget for eligible grant-funded activities is summarized in the table below. Proposed in-kind contributions from the City and project partners are not included in the table.

Line#	Budget Categories	Task 1	Task 2	Task 3	Totals
		Community Outreach	Site Remedial Contractor Work	Engineering Oversight & Reporting	
1	Travel	-	-	-	-
2	Equipment	-	-	-	-
3	Supplies	-	-	-	-
4	Contractual	-	\$217,500	\$22,500	\$240,000
5	EPA TOTAL	-	\$177,500	\$22,500	\$200,000
6	Cost Share	-	\$40,000	-	\$40,000
7	TOTALS	-	\$217,500	\$22,500	\$240,000

All contracted services included on line 4 of the budget table will be procured in accordance with the requirements of 2 CFR 200.317-326. EPA grant funds will not be used for administrative costs as defined in the Proposal Guidelines

**2.c. Ability to Leverage:** A total of \$46,490 in-kind contributions have been pledged to assist with the RFP Revitalization Project, including \$17,200 pledged by the City (Section 2.b) and \$29,290 pledged by project partners (summarized in Attachment A and documented in the letters provided in Attachment B).

**Leveraging Track Record:** In 2009, Teri Stripes (Brownfield Grant Project Manager; Section 5.b), and her staff leveraged eight funding sources to complete the largest road and sidewalk rehabilitation ever undertaken by Spokane. The City utilized \$320K of Community Development Block Grant (CDBG) funding and \$3.3M of bond funds for streetscape improvements for 16 City blocks on Market Street in the Hillyard Business District. The City

also utilized \$1M of American Recovery and Reinvestment Act funding to transition Market Street businesses from septic tanks to City sewers. The project also provided bike racks and improved pedestrian facilities. These revitalization efforts incorporated substantial community outreach which renewed interest in redeveloping the Hillyard Industrial Area. NEPDA was formed to implement action strategies to achieve this goal.

**Anticipated Leveraging Opportunities:** In addition to completion of the 2014 RFP Master Plan, the table below summarizes opportunities to leverage EPA Brownfield Cleanup Grant funding on the RFP Revitalization Project.

Funding Source	Amount	Status	Activities
Bond	\$64.3M	Passed by voters in 2014	Spokane's citizens overwhelmingly chose to invest in the future of RFP and the city's streets. The park bond was passed with a 67% of the vote in November 2014's General Election. Spokane said "yes" to a much-needed \$60 million implementation of the new RFP Master Plan revitalization of RFP. \$4.3M will be used to pay debt service in the first five years of the 20-year bond.
City General Fund	\$500k	Completed 2015	RFP assessment and cleanup activities.
City General Fund	\$240k	In Reserve	Funding in reserve for North Bank Soil Remediation.
WA Dept. of Ecology Remedial Action Grant	\$1M	Application will be submitted in 2017	Funding for additional cleanup activities.
WA Dept. of Commerce Revolving Loan Fund	\$1M	Application will be submitted in 2017	Funding for additional cleanup activities.

**3. Community Engagement & Partnerships / 3.a. Engaging the Community:** Implementation of the Cleanup Grant is only one component (managing impacted soils) of hundreds that will be part of extensive construction activities being completed over several years as part of the RFP Revitalization Project. A similar analogy can be made regarding engaging the community – engagement for the Cleanup Grant will become a part of coordinated community engagement efforts already in place for the RFP Project.

The City issued the RFP Master Plan in 2014, which is a plan developed by the citizens of Spokane. The foundation of the RFP Master Plan was community engagement. **The Riverfront Park (RFP) Advisory Committee** was created by the Mayor and approved by Resolution of the Park Board. The primary role of the RFP Advisory Committee was to provide overall guidance to Park's Staff and the Park Board on proposed park goals, uses, design alternatives, financing options, community outreach and overall scope of work related to the future development of Riverfront Park. In order to ensure inclusiveness and solicit as much community feedback as possible, multiple public forums and presentations were conducted to allow citizens the opportunity to provide their feedback regarding the plan. The RFP Master Plan is the result of over 75 public outreach meetings including neighborhood councils, community stakeholders and interest groups; one public poll of 400 households; more than four community surveys; and recommendations from the Riverfront Park Citizen Advisory Committee, City Staff, the Spokane Park Board, the City Council, and the Mayor's Office. Input has been incorporated throughout the plan from citizens, nonprofits, the business community as well as elected officials. The core principle established during the RFP Master Plan is the idea of "bringing people to the center." The Plan aims to bring greater amounts of people and events to the center, to the Spokane Falls, and to the Pavilion through improved and increased direct circulation and the addition of a central plaza able to host large and small events. Spokane's citizens overwhelmingly chose to invest in the future of Riverfront Park and the city's streets. The park bond took 67 percent of the vote in November 2014's General Election. Spokane said "yes" to a much-needed \$60 million implementation of the new Riverfront Park Master Plan revitalization of Riverfront Park. The community engagement foundation of the Riverfront Park Master Plan was instrumental in bringing numerous organizations and the citizens together. **The Riverfront Park Design Steering Committee** is a temporary ad hoc committee supported by Riverfront Park Redevelopment staff. The committee uses a consensus-based decision making process when making recommendations to the Park Board. The Riverfront Park Design Steering Committee recommendations will include consultant selection and whether the overall look and feel of what is being proposed maximizes the vision set forth in the Riverfront Park Master Plan. In order to keep the City informed about activities and events in RFP, the City maintains two active websites which are updated daily: <https://my.spokanecity.org/riverfrontpark/>; <http://riverfrontparknow.com/>. The Riverfront Park Redevelopment Outreach Plan was produced in May of 2016. The goals and objectives are listed in the table. The plan calls for a robust platform of E-blasts, Social Media, media, advertising, events,

Goal	Ensure citizens, internal and external stakeholders feel well informed about Riverfront Park redevelopment progress, achievements, challenges and timelines.
Objectives	<ul style="list-style-type: none"> <li>• Consistent, clear, timely communication</li> <li>• Multiple-channel delivery</li> <li>• Two-way communication opportunities and invitations to engage in the redevelopment process</li> </ul>

The 2016 Year End Media Report for the RFP Revitalization Project identified 89 news stories in a 6-month period along.

In addition to making use of the overall community engagement efforts for the RFP Revitalization Project, the City will form a Brownfield Advisory Committee (BAC) to focus exclusively focused on the Cleanup Grant Project. The BAC will consist of agency partners and community-based organizations including neighborhood councils, non-profits, environmental justice organizations, and business groups. The BAC will meet at bi-monthly during the cleanup process. BAC meetings will include a post-grant award kick-off meeting, a site visit meeting, remedial action update meeting(s), and redevelopment progress meetings. As required by the grant submittal process, the required Brownfield Cleanup Grant Applicant Public Notice was advertised in the Spokesman Review on December 8, 2016. The public meeting was held on December 12, 2016. There were no concerns from the community.

**3.b Partnership with Government Agencies:** For decades, the City has closely the Washington Department of Ecology (Ecology), including as members of the Washington Brownfield Coalition, to address contamination concerns throughout the City, including brownfield redevelopment success stories such as Kendall Yards and ongoing FY2015 EPA Brownfield Area-Wide Planning (AWP) and Community-Wide Assessment CWA) focused on restoring and revitalizing the Hillyard Industrial Area (The Yard). A letter of acknowledgement from Ecology is included as an attachment to the cover letter. Immediately upon discovering contaminated soil during geotechnical investigations at Riverfront Park in April of 2016, the City began working with the Washington State Department of Ecology (Ecology) to address contamination concerns in a manner that would not impact the construction schedule. Within two months the site was enrolled the into the Voluntary Cleanup Program (VCP), and within 3 months the City had established an approved Soil Management Plan, which has already been utilized during initial construction activities completed over the past 6 months. The City will continue ongoing partnerships with Ecology throughout the project, coordinating with the agency to identify opportunities to manage impacted soil onsite, and continuing to move the site through the VCP process so that a No Further Action (NFA) or case closure is possible at the end of the RFP Revitalization Project. Environmental investigation, monitoring, and remedial planning activities are being conducted in compliance with the rules and guidance promulgated by Ecology and the regulations Model Toxics Control Act (MTCA) regulations that apply to assessment and cleanup of brownfield sites in Washington. The City will coordinate with Ecology and EPA (as needed) for technical support, resolution of regulatory or procedural issues, and interpretation of rules and guidance documents. Ecology has already reviewed and approved the Park Soil Management Plan (June 23, 2016) and will also review and approve remedial action plans (RAPs) for sites where response actions are to be completed.

**Other Governmental Partnerships:**

The **Department of Commerce's** Brownfields Revolving Loan Fund (BRLF) helps local and regional governments, non-profit agencies and private businesses cleanup and redevelop Brownfields sites. To manage Brownfields projects statewide, the Department of Commerce used a grant from the EPA to create the Washington Coalition, which consists of the Department of Commerce, Department of Ecology, City of Tacoma, King County/City of Seattle and the City of Spokane. As a member of the Washington Brownfields Coalition, the City receives technical support from Commerce and Ecology, and helps identify prospective borrowers for the BLRF Program. In 2005, the City successfully worked with the Coalition to help a private developer secure a \$3.4M RLF to conduct cleanup of the former locomotive repair and refueling site in downtown Spokane, now known as Kendall Yards (see Section 5.d.1.i). The City will pursue cleanup funding from Commerce in 2017 to support additional cleanup activities at RFP.

The **Spokane Tribe of Indians**, has pledged to support the City with remediation efforts at the Park, their ancestral homeland. The Spokane Tribe, a federally designated Promise Zone, recognizes that a healthy RFP will provide significant benefit to Tribal citizens. During the past year, the City and the Spokane Tribe have built a cooperative relationship concerning the area currently known as Canada Island. The entirety of Riverfront Park was historically an important spiritual and subsistence resource for the Tribe, offering a source of salmon and other fish while also playing a role in their beliefs. The City's new relationship with the Tribe recognizes this – beginning

with discussions to rename the island and continuing on into the future, wherein the Tribe will have a voice in determining future uses and improvements in the park.

### **3.c. Community Organization (CO) Description & Role:**

The City of Spokane has a long record of working in partnership with COs and will build on these relationships while implementing the grant, as described below and in the letters of commitment in Attachment C.

The **Downtown Spokane Partnership (DSP)** is a private, non-profit membership organization that serves as Spokane's central city advocate and service provider, dedicated to enhancing the quality and vitality of Downtown Spokane as the basis for a healthy region. The DSP accomplishes its mission through advocating for public policies, business and project development, quality planning, physical improvement projects, public safety, beautification, and marketing programs that ensure downtown's continued success. **Greater Spokane Incorporated (GSI)** is the Spokane region's Chamber of Commerce and Economic Development organization. GSI has worked to build a strong economy since 1881, and represents 1,200+ businesses and organizations employing more than 100,000 individuals who live, work and do business in the Greater-Spokane region. The **Sierra Club Upper Columbia River Group** is dedicated to helping citizens explore, enjoy and protect the natural world and to practice and promote the responsible use of the earth's ecosystems and resources. Locally, the Sierra Club has worked diligently and continuously for many years to renew the Spokane River and its tributaries by recreational use of area communities and visitors and for the breeding of historic fish species. The **Spokane City/County Historic Preservation Office** share responsibility for the stewardship of historic and architecturally significant properties within the City of Spokane and unincorporated areas of Spokane County. The redevelopment of Riverfront Park is a key factor in the continued economic success of downtown Spokane. With a revitalized park containing more opportunities for community engagement, this project is key to the retention and investment in historic properties throughout downtown Spokane. The **Spokane Park Board** was created in 1910 and granted power by Article V of the City Charter to layout, establish, purchase, procure, accept and have the care, management, control, and improvement of all parks grounds and parkways controlled by the City of Spokane and used for park purposes. The Charter also mandates eight percent of the City's annual expenditures be earmarked for Parks and Recreation. Additional funding comes from fees and charges for programs and services. The City's golf courses are operated as an enterprise fund and are not supported by tax dollars. The **Spokane Public Facilities District** mission is to operate the finest public assembly facilities and provide the highest quality of Guest Services in a manner that ensures profitable operations and financial sustainability, returns value to the stakeholders, and maximizes economic impact to the Inland Northwest. The **Spokane River Forum's** mission is to create materials, events and activities that promote regional dialogues for sustaining a healthy river system while meeting the needs of a growing population. As an organization the Forum reaches thousands of people via spokanrive.net e-news bulletins, Facebook page, Meet Me at the River (over 750 participants) and the various conferences and forums. **Spokane Riverkeeper** is a program of the Center for Justice dedicated to protecting and restoring the health of the Spokane River Watershed. These goals are accomplished by collaborating, educating, and, when necessary, litigating to preserve the Spokane River's health, now and in the future. As a member of the international Waterkeeper Alliance movement, Riverkeeper's first priority is to defend the river against pollution and polluters. The **Spokane Sports Commission** is a non-profit organization whose mission is to utilize sports as an economic and community tool for the region. In a typical year the Sports Commission attracts over 200,000 visitors to the region and indirectly through sport media outlets. Riverfront Park is a prominent link in communicating the type of community visitors can expect to experience while in Spokane. The **YMCA of the Inland Northwest** is the community's oldest no-for-profit. Over the last 130 years the YMCA has delivered on its promise to strengthen the foundations of community by nurturing the potential in youth and improving the community's health and well-being through their services. For over 40 years, the Downtown YMCA of the Inland Northwest was located within the Riverfront Park. The unparalleled access to all of the Park resources was simply an extension of the YMCA. The YMCA has pledged to continue their long and successful partnership with the City and Spokane in order to transform the Park.

**Letters of Commitment:** Letters of commitment from all partners are provided in **Attachment C**.

### **3.d. Partnerships with Workforce Development Programs:**

The City is committed to linking community members to employment opportunities and will promote local hiring throughout the project. The City has already hired local workers and a construction manager for projects underway at the Park. And in conformance with 2 CFR 200.317–200.326, during 2014 the City procured an environmental consulting team with a 20-person office located in the target area adjacent to Riverfront Park. The firm provided technical assistance in support of this Cleanup Grant application, and is also assisting with implementation of EPA Brownfields Community-Wide Assessment (CWA) Grants awarded to the City in 2015. The City actively explores partnerships with the Spokane Area Workforce Development Council (via their

Workforce Development Dept.) to identify additional ways to connect locals to jobs that support the cleanup and revitalization planning process. The City works closely with SNAP's New Women's Business Center to increase entrepreneurial opportunities for socially and economically diverse women. Yet another resource for workforce development is the NEWTECH Skill Center that provides job training programs in automotive technology, construction technology, robotics, and other fields.

**4. Project Benefits / 4.a. Welfare, Environmental & Public Health Benefits:** The City's 148-page RFP Master Plan outlines endless benefits associated with the RFP Revitalization Project, including the following:  
**Welfare Benefits:** Revitalization of the Park provides an opportunity to create environments that foster positive social interactions and build family and community relationships. Transforming blighted areas of the Park indirectly improves public safety by serving as an economic development tool that attracts new opportunities and, in turn, **reduces drug use and crime** and creates a more stable community. Likewise, enhancing visibility via better lighting, removing overplanted vegetation (from Expo '74), and creating safer walkways with fewer hiding places will have a direct impact on improving public safety. Furthermore, as underutilized areas of the Park are redeveloped into new recreational offerings, activity centers and other family-friendly venues that **provide outlets for safe, productive activities**, it will become more commonplace to see youth riding bicycles at the proposed Skate Park/Wheels Facility or enjoying ice cream on a summer night than smashing garbage cans and spraying graffiti. Redevelopment of the Park will also support efforts to improve **connectivity to key public areas** (downtown, River) with better signage, visibility, and more direct pathways. Furthermore, these improvements will provide **universal accessibility** for all persons as outdated areas that do not accommodate wheelchair-bound residents, elderly residents who have difficulty walking on rough terrain, and parents with strollers will have equal opportunities to enjoy the Park. Below is a summary of guiding principles additional welfare benefits the guiding principles outlined in the RFP Master Plan.

Guiding Principles of RFP Master Plan
<b>Guiding Principle 5.3 – Provide Greater Accessibility</b> <ul style="list-style-type: none"> <li>▪ Work to connect the north &amp; south banks of the river.</li> <li>▪ Accommodate the ease, use &amp; flow of crowds from large events to central areas of the Park.</li> <li>▪ Provide for improved &amp; upgraded parking lots &amp; access.</li> <li>▪ Provide for more centralized public transportation access into the Park.</li> <li>▪ Develop improved fire, truck &amp; service access to the center of the Park.</li> <li>▪ Call for privately-run people movers &amp; bicycle rentals within the Park.</li> <li>▪ Keep in mind principles of universal access throughout the Park, &amp; follow all requirements of ADA.</li> </ul>
<b>Guiding Principle 5.4 – Optimize Safety</b> <ul style="list-style-type: none"> <li>▪ Maximize park programming &amp; uses that can create a safe atmosphere for park users.</li> <li>▪ Employ regular &amp; sufficient maintenance that discourages disrepair &amp; neglect that leads to vandalism &amp; crime.</li> <li>▪ Utilize best practices regarding park design &amp; crime prevention through environmental design.</li> <li>▪ Installation of upgraded lighting &amp; the installation of security cameras &amp; security phones as deemed necessary.</li> </ul>
<b>Guiding Principle 5.6 – Offer Affordability &amp; Choice to All</b> <ul style="list-style-type: none"> <li>▪ Become a destination for all, accommodating all income levels, age groups, tourists &amp; residents.</li> <li>▪ Offer a variety of programming experiences at little to no cost to appeal to families &amp; individuals across the socio-economic spectrum.</li> </ul>

**Environmental Benefits:** Aside from air quality, stormwater pollution entering the Spokane River is the target area's greatest environmental challenge. Redevelopment of underutilized and former industrial areas will reduce contaminants entering the sewer system via surface runoff. Remediation of **soil** contamination as part of brownfield cleanup will cap surficial sources of pollutants and prevent vertical migration of contaminants to shallow groundwater and horizontal migration of contaminants carried offsite via groundwater. Addressing brownfields will improve **water quality (Region 10 Priority)** by reducing contamination entering the Spokane River. Impervious surfaces, associated with industrial brownfields, allow surface water to flow into streams and rivers, carrying pollutants. The City's updated Low Impact Design (LID) building codes limit impervious surfaces on new construction sites, decreasing contamination.

Brownfield redevelopment will improve **air quality** by identifying, removing, and/or capping near surface areas of contamination and/or asbestos containing materials that are sources of airborne particulates. Brownfield infill development is one of the most effective emission-reduction investments a region can pursue, reducing total vehicle miles traveled by 20-40%. Redevelopment of the Park will serve as a highly effective

emission-reduction tool by decreasing traffic volume and reducing vehicle emissions. As mentioned in Section 1.b, pedestrian safety is a significant issue in the park and those who have the option to drive or use transit overwhelmingly choose this option instead of walking through the Park to get downtown. Redeveloping the Park into a safe, pedestrian-friendly space will increase foot-traffic and reduce vehicle traffic, thereby reducing emissions, improving air quality, and support the City's emission reduction goals (as outlined in the *Spokane Regional Transportation Council Horizon 2040 Plan*).

The Master Plan's **Guiding Principle 5.7 – Protect Natural Resources**, describes the City's goal for honoring the legacy of Expo '74 by, "being a leader in the protection of natural resources within the Park." The Plan outlines strategies for energy efficiency measures such as, "a geothermal snow melt system to solar power, to zero-waste events and a thoughtful plan around tree removal and replacement," as well as LID Strategies for the Park that include a water-saving irrigation system that automatically shuts down during rain events, stormwater wetlands and gardens, planting native vegetation. Furthermore, the Plan describes the City's vision for an **Environmentally-Friendly Event Zone** inspired by the London 2012 Olympic Games that were the first zero-waste event on a massive scale. The Zone would serve as a, "workshop for testing 'Green Event' best practices within the Park." As part of these efforts, the City would like to attract, "a non-profit organization that works with musicians and their fans to build a more sustainable future (starting with music tour concerts). A Greener Festival works with music and arts events and festivals around the world, encouraging them to adopt environmentally efficient practices." These outreach efforts will help **"educate citizens on best practices regarding resource stewardship - in particular water and the River"** and incorporate "enhanced interpretive signage related to Fish and Wildlife, basic river ecology, No feeding birds, History of Place and Salmon" (**Region 10 Priority**).

**Public Health Benefits:** The welfare and environmental benefits described above are intertwined with public health benefits. As described in Section 1.b, the target area is ranked the worst neighborhood in Spokane County for mortality rates including major heart disease, chronic lung disease, and chronic liver disease. Spokane residents are subject to increased health risks related to air emissions and particulate matter (linked to increased rates of chronic lung disease and cancer). Cleanup and redevelopment of brownfields in the Park will improve air quality and **reduce exposure to sources of airborne particulates** by removing/capping and surficial soil contaminants and hazardous building materials (containing asbestos and lead paint). Furthermore, as the Park is redeveloped into a safer, more pedestrian-friendly space, residents who currently do not utilize the Park's connectivity to downtown will be more likely to travel by foot than by car or transit, which will also support the City's emission reduction goals and improve air quality in an area suffering from compromised respiratory health.

By remediating near surface areas of contamination, redevelopment will reduce exposure to contaminants via ingestion, inhalation, and dermal contact for children who unknowingly play in areas with impacted surface soils or puddles. Throughout implementation of the cleanup grant, the City will use a **robust community outreach program that improves public awareness** of brownfields and associated health risks - especially important in low-income neighborhoods where residents may have grown accustomed to brownfields and disregard them as dangerous.

Furthermore, enhanced connectivity to key areas will reduce commute times and provide additional time for exercise and. Redevelopment of brownfields currently hindering opportunities for recreational areas in the Park also will provide **increased opportunities for child rearing and physical activity** via new trails, a skate park, rental bicycles, activity centers, playgrounds, and other amenities that promote healthy living and relationship building.

**4.b Economic & Community Benefits:** Nationwide cities are looking to their urban parks to create large-scale central spaces that bring people together, attract tourists and generate economic activity. Millennium Park in Chicago, New York City's Highline Park and the North End Parks in Boston are all newly recreated and hugely popular urban parks that create memorable experiences for their users. Recognizing the economic impact and social benefits of parks within the urban setting, the City is re-looking at their existing park infrastructure with awareness toward creating an experience that is both **educational and transformative**.

**Economic Benefits:** Expo '74 cost the City of Spokane \$300M to implement and made and immediate \$700M impacted on the region's economy.<sup>17</sup> The Spokesman-Review recently estimated that investment in RFP between 1971-1975 totaled \$117M, equal to \$581M in today's dollars. According to the City of Chicago, the recently complemented \$490M investment into Millennium Park is calculated to have had a 10-year impact of over \$5 billion related to increased tourism, hotel, restaurant, retail sales and new housing surrounding the

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<sup>17</sup> Bowers, Dawn. "Official Commemorative of the Spokane World Exposition 1974."

park.<sup>18</sup> The Seattle Center is another success story that has demonstrated the economic value of its redevelopment. The 2005 Economic Impact Assessment quantified that the Center generates \$1.15 billion in business activity each year. It supports 15,534 jobs, \$387 million in labor income, and \$41 million in State and local tax revenues each year.<sup>19</sup> As demonstrated by the Millennium Park and Seattle Center examples, the City has enormous potential to **increase local commerce** and **create new jobs** via the RFP Revitalization Project. The Project will serve as a catalyst for economic development in the downtown area, **improving vacancy rates** of the existing facilities, and generating **new sources of tax revenues** from facilities/events in the Park and revenues for businesses surrounding the Park. Furthermore, the RFP Revitalization Project will support the Master Plan's **Guiding Principle 5.6 - Generate Sustainable Revenue** by incorporating, "self-sustaining enterprises that allow for long-term economic growth" and providing, "opportunities for expanded revenue and funding streams that contribute to the best maintained park in the region."

**Community Benefits:** As outline in the 2014 RFP Master Plan, the Park will become the **central gathering place for the region, celebrating the community's heritage** through **historical and Tribal story-telling and public art**; and **creating a balance of active and passive spaces**. Summaries of these benefits are further described below.

Guiding Principles of RFP Master Plan
<b>Guiding Principle 5.1 - Become the central gathering place for the region</b> <ul style="list-style-type: none"> <li>Fully embody Riverfront Park's place as a signature park incorporating both beautiful landscapes, and quality, exciting public programming.</li> <li>Provide improved visual access to the River and a stronger connection to the downtown.</li> <li>Enhanced uses to appeal to the Millennial Generation and weekday downtown professionals.</li> </ul>
<b>Guiding Principle 5.2 – Celebrate Community Excellence</b> <ul style="list-style-type: none"> <li>Honor the tribal story as an integral part of the Spokane's master narrative.</li> <li>Tell the store of Spokane, our history and people through increased signage, multi-media installations, and interactive exhibits.</li> <li>Highlight the creativity of regional artists, architects and landscape architects.</li> <li>Use the Destination playground as a canvas for telling the story of our natural and geologic history.</li> </ul>
<b>Guiding Principle 5.5 – Balance the Development of Active and Passive Spaces</b> <ul style="list-style-type: none"> <li>Develop both active spaces for education and entertainment alongside passive spaces for reflection and appreciation of our natural landscape.</li> <li>Preserve overall amount of existing meadow and landscape spaces.</li> <li>Increase viewing platforms and visual access to the River.</li> </ul>

In addition to the above benefits, the RFP Revitalization Project will also support development of **environmental buffers** that reduce stormwater runoff (Section 4.a) into the River, protecting water quality minimizing habitat disturbance, and restoring the natural ecosystem (**Region 10 Priorities**).

**5. Programmatic Capability & Past Performance / 5.a. Audit Findings:** In 2015 The City of Spokane received one audit finding from the State Auditor's Office based on classification errors in financial reporting. There were no findings related to the federal audit or the Schedule of Expenditures of Federal Awards (SEFA). The City has implemented additional controls to improve financial reporting including the purchase of financial reporting software (CAFR Online) and hiring additional staff for financial reporting review purposes. The City of Spokane has strong financial controls, and conducts an annual audit of the financial statements of all government and other expenditures including grant funded activities.

#### **5.b. Programmatic Capability:**

**Organizational Structure:** Teri Stripes will serve as the Brownfield Project Manager for the Cleanup Grant, which will be managed by the Planning Department. Teri oversees a wide variety of brownfield projects involving EPA and State funding, including Area-Wide Planning (AWP) and Community-Wide Assessment (CWA) Grants awarded to the City in 2015. In addition to other planning staff, Teri will be supported by the City's designated Grants Compliance Manager and Director of Grants Management, who will ensure compliance with the requirements established in the Cooperative Agreement (CA)/CA Work Plan. The Cleanup Grants will be used to support construction activities for the RFP Revitalization Project being led by the Parks Department. Teri will work closely with the Parks Department staff, including the RFP Program Manager and Parks Planning Manager to coordinate cleanup efforts

<sup>18</sup> City of Spokane. Riverfront Park Master Plan 2014.

<sup>19</sup> City of Spokane. Riverfront Park Master Plan 2014.



with the overall construction project. The key staff have the enthusiasm, experience, and expertise to direct the cleanup and redevelopment of complex brownfield sites such as RFP Park. Qualifications of key personnel include:

**Brownfield Grant Project Manager: Teri Stripes, Assistant Planner, City of Spokane:** With over 18 years of project management experience in economic development planning and implementation, Teri will serve as the City's Project Manager during the implementation of the Brownfield Cleanup Grant. Teri implements numerous targeted development strategies throughout the City. Often these projects are technical in nature and require interdisciplinary and interdepartmental (Planning, Capital Facilities, Finance, Public Works, Streets, Utilities) work. Most recently, Teri has been instrumental in securing and implementing, simultaneously both an EPA CWA and AWP grant, which also included additional AWP technical assistance project, and three EPA TBA Phase I and IIs. Teri has worked closely with Ecology on two Remedial Action Grants, in securing a Brownfield Integrated Planning Grant. She has established two of the State's three Brownfield Redevelopment Opportunity Zones (BROZ) and Authorities. Prior to her recent Citywide Brownfield focus Teri's project management expertise has led to significant redevelopment of blighted and low performing business districts. Teri's project management expertise will ensure the timely and successful expenditure of funds. She maintains a consistent focus on achieving the established revitalization goals for the City of Spokane.

**RFP Revitalization Program Manager: Berry Ellison, PLA, Program Manager, City of Spokane.** Berry is a Professional Landscape Architect with over 20 years of experience guiding multi-discipline teams in the development of open space municipal projects. The last decade of Berry's professional focus has been on recreation improvements adjacent to Waters of the State and within sensitive Shoreline jurisdictions. While serving as Project Manager with a local Design Build Firm Berry was the Project Manager for the \$3.5M D-B Huntington Park and City Hall Plaza project, Project Manager for the \$1.3M D-B City of Gresham Children's fountain. Berry was also the landscape architect for the \$55M D-B Spokane Public Facilities District Convention Center Completion project. Berry's responsibilities as City of Spokane RFP Revitalization Project Program Manager include management and coordination of multiple project and construction managers, permitting, coordination of multiple stakeholders and guidance of the Lead Landscape Architecture Team.

**Parks Planning Manager: Garrett Jones, Park Planning Manager, City of Spokane.** Garrett is a seasoned Landscape Architect with professional experience working with a local residential Design-Build Firm and more recently with the City of Spokane. Garrett has guided numerous open space municipal projects (see Attachment E) from initial visioning through permitting, construction, and operations as City of Spokane Parks and Recreation Landscape Designer, Landscape Architect and Assistant Director of Park Operations for eight years. Garrett's proven track record of successfully completing municipal Design-Bid-Build projects earned Garrett the title of Park Planning Manager in 2016. He is responsible to guide the department's multi-million-dollar budget and capital improvement programs.

**Grants Compliance Manager: Michelle Hughes, CPA, Accounting Manager, City of Spokane:** Michelle is a Certified Public Accountant (CPA) with eight years of service to the City. Michelle works with several City Departments to ensure compliance with the terms and conditions of Cooperative Agreements for State and Federal Grants. Michelle will work with Teri to ensure this grant is tracked and managed properly in the City's centralized grant tracking system, eCivis, and with Sally Stopher (see below) to ensure grant management/reporting requirements are met.

**Director of Grants Management: Sally Stopher, Director; Grants Management & Financial Assistance, City of Spokane:** Sally's career in governmental financial and grant management has spanned more than 15 years. She has a successful track record of implementing internal controls and sound management practices for federal awards. She and her staff provide review and oversight of grants and financial assistance awards for the City. Teri Stripes and her team will work closely with Sally's department to ensure that grant management and reporting requirements are upheld.

Due to the magnitude and complexity of the RFP Project, the Parks Department has hired Hill International to supply Project Management expertise. Hill International has demonstrated successful project management services and representation of owner interest on several largescale projects in Eastern Washington and the Spokane area including. The team's qualifications and experience and the project organizational chart depict the depth, experience and commitment for successful project completion that will benefit the City of Spokane, its constituents and the general public.

**Additional Support:** In addition to the key staff identified above, the City has dozens of additional planning, business development, GIS and support staff to assist with the project. The City understands the importance of proactive succession planning should unforeseen events take place. To minimize potential burdens placed on other staff during times of transition, the City will lead the recruiting process and provide interim staff resources as needed. Although all of the key personnel are fully committed to successful implementation of the grant, having this

succession plan in place will eliminate project delays and ensure staff who may be reassigned to the project have appropriate qualifications and experience.

**Procurement of Contractors:** The City has established equal-opportunity procurement procedures for ensuring a fair bidding and evaluation process. The City has already implemented a qualifications-based procurement process in conformance with 2 CFR 200.317–200.326 for work under the existing AWP and CWA grants. Contracts may be extended to these firms to support implementation of the Cleanup Grant. This will eliminate lag-time associated with the procurement/contracting process and position the City for expedited initiation of cleanup activities upon execution of the CA.

**5.c. Measuring Environmental Results (Anticipated Outputs/Outcomes):** To ensure that key project activities are implemented within the grant period, the City will establish a project schedule with milestones for progress as part of our CA Work Plan. The status and estimated dates of completion of **outputs** identified in Section 2.b and anticipated **short- and long-term outcomes** identified in Section 4 (and elsewhere throughout the grant application) will be tracked and reported to EPA via quarterly progress reports, ACRES and the Project Close-Out Report. Progress reports will list goals accomplished and activities planned for the next quarter. Any significant deviations from the Work Plan will be noted and discussed with the EPA Project Officer to develop corrective actions. Progress will also be reported to the **RFP Advisory Committee, RFP Steering Committee** and the Brownfield Advisory Committee during each meeting. Between meetings and reports **outputs** will be tracked on a project spreadsheet, including: the ABCA, Soil Clean up Specification/Bid Package, and Remediation Action Completion Report. The status of **short-term outcomes** will also be tracked, including volumes of impacted soil addressed (in accordance with approved Soil and Stockpile Management Plans) and progression of construction activities. Due to the significant investment (which presently exceeds \$64M) and impact that the RFP Revitalization Project will have on the entire community, the City will also invest substantial effort to track the return on investment and long-term outcomes (detailed in Section 4) over the next decade, which are anticipated to include: (1) increase in annual visitors to RFP, (2) # of jobs created, (3) demographic changes in the target area, (4) revenue generated by increase in visitors, and (5) improvements made to other properties. **Results:** It is anticipated that cleanup of the targeted cleanup area will be completed within 1.5 years of the execution of the CA, and that closure of the case by Ecology and the issuance of a No Further Action (NFA) determination will not occur until a later date, in conjunction with the completion of cleanup activities in other areas of the park that are also part of the overall RFP Revitalization Project.

**5.d. Past Performance & Accomplishments / 5.d.i. Have Received EPA Brownfields Funding:** The City of Spokane has received three EPA Brownfield Community-Wide Assessment (CWA) Grants and one Area-Wide Planning Grant (AWP). The City of Spokane was also a project partner for: a \$3.4M EPA Revolving Loan Fund (RLF) award for the Kendall Yards Property provided through the Washington Department of Community, Trade, and Economic Development (CTED). Details regarding each grant, accomplishments, and compliance with grant requirements are provided below.

**5.d.i.1. Accomplishments:**

**(1) 2002 EPA Brownfield Assessment Pilot (\$200,000 Hazardous Substances):** The objective of the project was to involve community stakeholders and identify brownfield sites in the Downtown railway corridor and Hillyard Industrial Area and complete ESAs. Inventory findings indicated that there were an estimated 548 brownfield sites within the City's jurisdiction. Six environmental site assessments (ESA) were completed on priority brownfield sites. The project outcomes exceeded expectations as both sites in the Downtown core - the Spokane Convention Center and Kendall Yards - resulted in large-scale redevelopment projects with significant regional economic benefits.

**(2) 2005 CWA Grant (\$200,000 Hazardous Substances):** The objective of the project was to support community outreach activities and conduct Phase I and II ESAs in the University District. Grant funding allowed the City to contact nearly all commercial property owners in the University District over the two-year grant period to discuss the University District Master Plan and Brownfield Assessment Program. Though assessments weren't completed in 2005-2006, subsequent grants from Ecology have propelled redevelopment forward once again. The Spokane & Inland Empire Railroad depot, was renovated in 2010 featuring green deconstruction, energy efficiency, and LEED Gold certification. After seeing the success of NEPDA, the area formed a University District Public Development Authority and has supported the opening of a new Washington State University medical school, as well as several new restaurants.

**(3) 2005-2006 EPA Brownfields RLF:** Similar to the Hillyard Industrial Area, the Kendall Yards property was riddled with contamination from years of use as a locomotive repair and refueling site. Shortly after creating the City's Business & Development Department, the City supported CTED and a private developer in securing a \$3.4M RLF loan. The City also helped form a TIF district to fund public infrastructure improvements. The property was made ready for unrestricted use after just one year. More than 223,000 tons of contaminated soil was removed from the

site creating 54 cleanup jobs. The project was the recipient of the national 2006 Outstanding Brownfields Team Award, an EPA award that recognizes excellence in regional waste management and emergency response programs. After recovering from a lull during the Recession, Kendall Yards now has residential units, businesses, restaurants, and additional green space. When finished, the Kendall Yards mixed-use development will provide 2,600 residential units and 500 permanent jobs.

**(4) 2015 AWP Grant (\$200,000):** This project is focused on developing a Area-Wide Redevelopment Plan and Implementation Strategy to address multiple brownfields in the Hillyard Neighborhood (The YARD). Over the first 1.5 years of the project, accomplishments include extensive community outreach (open house events and community partner briefings), a financial feasibility analysis to identify possible reuses for the catalyst brownfields sites, and infrastructure planning to inform how brownfields in the area will be assessed and cleaned up. These accomplishments will be captured into an Area-Wide Plan, which is slated for completion in FY 2017. Outputs and project deliverables include community involvement plans and reporting, a pro-forma analysis for development of Brownfields properties, preliminary design models and in FY 2017 an Area-Wide Plan are on schedule.

**(5) 2015 CWA Grant (\$400,000 Hazardous Substances & Petroleum):** Accomplishments during the first year of the CWA Grant include developing a comprehensive Brownfields Inventory, extensive community outreach, quarterly and annual reporting, eligibility determinations for five sites, the completion of two Phase I ESA reports and preparation for two Phase II ESA investigations scheduled during the beginning of 2017. Funding from the grant has also been used to support cleanup planning for RFP. The City will continue efforts to promote public awareness of the CWA Grant project and encourage property owners and community members to submit Site Nomination/Application Forms for priority consideration. Outputs and project deliverables to date include Site Inventory and Prioritization Reports, ED, and Phase I ESA reports.

**5.d.i.2. Compliance with Grant Requirements:** Below are summaries for the 5 grants identified above.

**(1)** Spokane met all schedule and reporting milestones and maintained compliance with the work plan, schedule, and all terms and conditions of the Cooperative Agreement (CA). Spokane submitted EPA quarterly reports, ACRES updates, and financial status reports on a timely basis.

**(2)** The City complied with all EPA grant reporting requirements. Despite substantial outreach efforts, key stakeholders indicated that they were interested in the program but the existing market conditions were not ripe to support redevelopment of the sites. The grant concluded without using the ESA funds.

**(3)** The City was not the primary recipient and was not responsible for compliance with the terms and conditions of a CA. The City provided technical support with the requirements of the RLF loan and a No Further Action/Cleanup Completion Document was issued on April 1, 2006

**(4)** To date the City has met all schedule and reporting milestones and maintained compliance with the work plan and all terms and conditions of the CA. The project will be completed within the two-year time frame. Following the first year, approximately 69% of the funding has been expended.

**(5)** To date, the City has met all schedule and reporting milestones and maintained compliance with the work plan and all terms and conditions of the CA. Following the first year, approx. 50% of the funding has been expended.

# **ATTACHMENT A**

## **Summary of Leveraged Resources**

**Summary of Leveraged Resources**  
**FY2017 Brownfields Assessment Grant Application**  
**City of Spokane**

<b>Organization</b>	<b>Type of Documentation</b>	<b>Type of Commitment</b>	<b>Anticipated Activities</b>	<b>Hours Committed</b>	<b>Est. Hourly Rate</b>	<b>Amount Committed</b>
Downtown Spokane Partnership	Letter of Commitment (Attachment B)	In-Kind Contribution (Labor)	Participate on BAC; Otherwise support implementation.	120	\$35.00	\$4,200.00
Spokane City/County Historic Preservation Office	Letter of Commitment (Attachment B)	In-Kind Contribution (Labor)	Participate on BAC; Distribute program information; Otherwise support implementation.	40	\$46.00	\$1,840.00
Greater Spokane Incorporated	Letter of Commitment (Attachment B)	In-Kind Contribution (Labor)	Participate on BAC; Distribute program information; Otherwise support implementation.	40	\$100.00	\$4,000.00
YMCA of the Inland Northwest	Letter of Commitment (Attachment B)	In-Kind Contribution (Labor)	Participate on BAC; Distribute program information; Otherwise support implementation.	40	\$35.00	\$1,400.00
Spokane River Forum	Letter of Commitment (Attachment B)	In-Kind Contribution (Labor)	Participate on BAC; Distribute program information; Otherwise support implementation.	280	\$35.00	\$9,800.00
Spokane Sports Commission	Letter of Commitment (Attachment B)	In-Kind Contribution (Labor)	Participate on BAC; Otherwise support implementation.	200	\$35.00	\$7,000.00
Spokane Riverkeeper	Letter of Commitment (Attachment B)	In-Kind Contribution (Labor)	Participate on BAC; Distribute program information; Otherwise support implementation.	30	\$35.00	\$1,050.00

**TOTAL LEVERAGED:** **\$29,290.00**

BAC = Brownfield Advisory Committee

\*Combined hourly rate for two staff members.



**Agenda Sheet for City Council Meeting of:**  
12/15/2014

<b>Date Rec'd</b>	12/3/2014
<b>Clerk's File #</b>	ORD C35207
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2014-0084
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE
<b>Contact Name/Phone</b>	GAVIN COOLEY 625-6585
<b>Contact E-Mail</b>	MFEIST@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Emergency Ordinance
<b>Agenda Item Name</b>	SALE OF \$64.3 M IN RIVERFRONT PARK BONDS

**Agenda Wording**

An ordinance authorizing the issuance and sale of Unlimited Tax General Obligation Bonds in an amount not to exceed \$64.3 M to improve Riverfront Park as approved by City voters in the Nov. 4, 2014, election.

**Summary (Background)**

These bonds will finance capital improvements within Riverfront Park and the Parks system and pay for the costs of issuance. More than 68 percent of City voters in the Nov. 4, 2014 approved the measure. This bond will pay for the highest priority improvements needed in Riverfront Park. The Park Board and Park Department engaged the public in the development of the Riverfront Park Master Plan 2014, which will guide the investment. Bonds will be repaid through a property tax assessment.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DOLAN, PAM	<b>Study Session</b>	
<b>Division Director</b>	COOLEY, GAVIN	<b>Other</b>	Finance Committee
<b>Finance</b>	DOLAN, PAM	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	gcooley@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	tdunivant@spokanecity.org	
<b>Additional Approvals</b>		leadie@spokanecity.org	
<b>Purchasing</b>		mfeist@spokanecity.org	
		laura.mcaloon@klgates.org	
		alan@adashen.com	

PASSED BY SPOKANE CITY COUNCIL ON

*December 15, 2014*

*Leri Hester*  
CITY CLERK

CITY OF SPOKANE  
UNLIMITED TAX GENERAL OBLIGATION BONDS, 2015

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ORDINANCE NO. C35207

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF UNLIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$64,300,000 TO PROVIDE FUNDS FOR THE RENOVATION OF RIVERFRONT PARK BUILDINGS, FACILITIES AND INFRASTRUCTURE, ENHANCING SECURITY AND SAFETY FACILITIES, IMPROVING PARKING, LIGHTING, HEATING AND COOLING SYSTEMS, AND IMPROVING OTHER CAPITAL FACILITIES OF RIVERFRONT PARK AND THE PARKS SYSTEM; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS, AS AUTHORIZED BY A RESOLUTION OF THE COUNCIL AND APPROVED BY THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION HELD ON NOVEMBER 4, 2014; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE FINAL PRINCIPAL AMOUNT, INTEREST RATES, PRINCIPAL MATURITIES AND OTHER TERMS OF THE BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS UNDER THE CONDITIONS SET FORTH HEREIN, AND DECLARING AN EMERGENCY.

Passed: December 15, 2014

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Prepared by:

K&L GATES LLP  
Spokane, Washington



CITY OF SPOKANE  
ORDINANCE NO. C35207  
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\* This table of contents and the cover page are for convenience of reference and are not intended to be a part of this ordinance.

ORDINANCE NO. C35207

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF UNLIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$64,300,000 TO PROVIDE FUNDS FOR THE RENOVATION OF RIVERFRONT PARK BUILDINGS, FACILITIES AND INFRASTRUCTURE, ENHANCING SECURITY AND SAFETY FACILITIES, IMPROVING PARKING, LIGHTING, HEATING AND COOLING SYSTEMS, AND IMPROVING OTHER CAPITAL FACILITIES OF RIVERFRONT PARK AND THE PARKS SYSTEM; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS, AS AUTHORIZED BY A RESOLUTION OF THE COUNCIL AND APPROVED BY THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION HELD ON NOVEMBER 4, 2014; DELEGATING AUTHORITY TO THE DESIGNATED REPRESENTATIVE TO DETERMINE THE FINAL PRINCIPAL AMOUNT, INTEREST RATES, PRINCIPAL MATURITIES AND OTHER TERMS OF THE BONDS, AND PROVIDING FOR THE SALE OF SUCH BONDS UNDER THE CONDITIONS SET FORTH HEREIN, AND DECLARING AN EMERGENCY.

WHEREAS, at an election held in the City of Spokane, Washington (the "City"), on November 4, 2014, the number and proportion of the qualified electors of the City required by law for the adoption thereof voted in favor of a proposition authorizing the issuance of bonds of the City in the principal amount of not to exceed \$64,300,000 (the "Bonds"), to provide funds to finance capital improvements to Riverfront Park and the Parks system, and providing for annual tax levies on taxable property to pay the principal thereof and interest thereon, all as authorized by Resolution No. 2014-0084 of the City Council adopted on July 28, 2014; and

WHEREAS, the City Council now desires to authorize the issuance of the Bonds approved by the voters; and

WHEREAS, the Council wishes to delegate authority to the Designated Representative (as hereinafter defined) to approve the final principal amount of the Bonds, the date of the

Bonds, denominations, the interest rates, the number of series, the series designation, the tax status of each series, payment dates, redemption provisions, and maturity dates of the Bonds under such terms and conditions as are approved by this ordinance; and

WHEREAS, the Bonds approved by the voters shall be sold pursuant to a competitive or negotiated sale as herein provided;

NOW, THEREFORE, THE CITY COUNCIL OF SPOKANE, WASHINGTON DOES ORDAIN, as follows:

Section 1. Definitions. As used in this ordinance, the following definitions shall apply unless a different meaning clearly appears from the context:

***Approved Bid*** means the winning bid submitted for a series of the Bonds if such series is sold by Competitive Sale.

***Beneficial Owner*** means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds of a series (including persons holding such Bonds through nominees, depositories or other intermediaries).

***Bond Fund*** means the “GO Bond Redemption Fund” created pursuant to Section 5 of this ordinance.

***Bond Purchase Contract*** means, if the Bonds of a series shall be sold by Negotiated Sale, the purchase contract relating to such Bonds between the City and the Underwriter providing for the purchase of such Bonds by the Underwriter and setting forth certain terms approved by the Designated Representative as provided in Section 11 of this ordinance.

***Bond Register*** means the books or records maintained by the Registrar containing the name and mailing address of the owner of each Bond or nominee of such owner and the principal amount and number of Bonds of a series held by each owner or nominee.

***Bond Year*** means each one-year period that ends on the date selected by the City. The first and last Bond Years may be short periods. If no day is selected by the City before the earlier of the final maturity date of the Bonds of a series or the date that is five years after the date of issuance of such Bonds, Bond Years end on each anniversary of the date of issue and on the final maturity date of such Bonds.

***Bonds*** mean the City of Spokane, Washington, Unlimited Tax General Obligation Bonds, 2015, issued pursuant to this ordinance.

***Chief Financial Officer*** means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

***City*** means the City of Spokane, a municipal corporation and first class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the Charter of the City.

***Code*** means the federal Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

***Commission*** means the United States Securities and Exchange Commission.

***Competitive Sale*** means the process by which the Bonds (or a portion of them) are sold through the public solicitation of bids from underwriting firms.

***Continuing Disclosure Agreement*** means an agreement entered into by the Chief Financial Officer pursuant to Section 13 of this ordinance.

***Council*** means the City Council as the general legislative body of the City, as the same shall be duly and regularly constituted from time to time.

***Designated Representative*** means the Chief Financial Officer or the Director of Management and Budget.

***Director of Management and Budget*** means the duly qualified, appointed and acting Director of Management and Budget or any other officer who succeeds to the duties now delegated to that office.

***DTC*** means The Depository Trust Company, of New York, New York, as depository for the Bonds, or any successor or substitute for the Bonds.

***Election Resolution*** means Resolution No. 2014-0084 approved by the Council on July 28, 2014.

***First Interest Payment Date*** means the first interest payment date for the Bonds, set forth in the Bond Purchase Contract.

***Government Obligations*** means those obligations now or hereafter defined as such in chapter 39.53 RCW.

***Letter of Representations*** means the blanket issuer letter of representations from the City to DTC.

***MSRB*** means the Municipal Securities Rulemaking Board or any successor to its functions.

***Negotiated Sale*** means the process by which the Bonds (or a portion of them) are sold by negotiation to one or more underwriting firms selected by the Designated Representative.

***Net Proceeds***, when used with reference to the Bonds of a series, means the principal amount of such Bonds, plus accrued interest and original issue premium, if any, and less original issue discount, if any.

***Notice of Sale*** means, if the Bonds shall be sold by Competitive Sale, the notice of bond sale authorized to be given in Section 11 of this ordinance.

***Private Person*** means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

***Private Person Use*** means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

***Project*** means the plan of capital improvements to Riverfront Park and the Parks system, as provided in the Election Resolution.

***Registered Owner*** means the person in whose name the Bond is registered on the Bond Register. For so long as the Bonds of a series are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

***Registrar*** means the fiscal agency of the State of Washington or such other registrar as may be designated in a certificate by the Designated Representative for the purposes of registering and authenticating the Bonds of a series, maintaining the Bond Register, effecting

transfer of ownership of such Bonds, and paying the principal of, premium, if any, and interest on such Bonds.

***Rule*** means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934.

***Tax-Exempt Bonds*** means the Bonds of a series issued on a federally tax-exempt basis.

***Underwriter*** means, the underwriter(s) of the Bonds of a series if such Bonds are sold by Negotiated Sale or the successful bidder(s) submitting the Approved Bid if the Bonds of a series are sold by Competitive Sale.

**Rules of Interpretation.** In this ordinance, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and



(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Bonds.

(a) *Bonds.* The City shall now issue and sell bonds in the principal amount of not to exceed \$64,300,000 (the “Bonds”), being the unlimited tax general obligation bonds authorized by the qualified electors of the City at a special election held on November 4, 2014, for the purpose of providing funds to finance capital improvements to Riverfront Park and the Parks system as approved in the Election Resolution.

(b) *Bond Details.* The Bonds shall be designated as the “City of Spokane, Washington, Unlimited Tax General Obligation Bonds, 2015,” with an appropriate series designation, if applicable. The Bonds shall be dated as of their date of original issuance and delivery; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 or any integral multiple thereof, provided that no Bond shall represent more than one maturity; shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification and control; shall bear interest from their date of issuance, payable on the first days of each June and December, commencing on the First Interest Payment Date, at rates set forth in the Bond Purchase Contract or the Notice of Sale and the Approved Bid; and shall mature on the dates and in the principal amounts set forth in the Bond Purchase Contract or the Approved Bid as approved by the Designated Representative pursuant to Section 11. The Bonds of a series of any of the maturities may be combined and issued as term bonds, subject to mandatory redemption as provided in the Bond Purchase Contract or the Notice of Sale for such Bonds and the Approved Bid.

The Bonds shall be general obligations of the City and, unless paid from other sources, both principal of and interest on the Bonds shall be payable out of annual tax levies to be made upon all the taxable property within the City without limitation as to rate or amount and in excess of any constitutional or statutory tax limitation.

Section 3.      Registration, Exchange and Payments.

(a)      *Registrar/Bond Register.* The City hereby specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The City shall cause a bond register to be maintained by the Registrar. So long as any Bonds of a series remain outstanding, the Registrar shall make all necessary provisions to permit the exchange or registration or transfer of such Bonds at its principal corporate trust office. The Registrar may be removed at any time at the option of the Designated Representative upon prior notice to the Registrar and a successor Registrar appointed by the Designated Representative. No resignation or removal of the Registrar shall be effective until a successor shall have been appointed and until the successor Registrar shall have accepted the duties of the Registrar hereunder. The Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Registrar's powers and duties under this ordinance. The Registrar shall be responsible for its representations contained in the Certificate of Authentication of such Bonds.

(b)      *Registered Ownership.* The City and the Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in Section 13 of this ordinance), and neither the City nor the Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as

described in Section 3(h) hereof, but such Bond may be transferred as herein provided. All such payments made as described in Section 3(h) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letters of Representations.* The Bonds initially shall be held in fully immobilized form by DTC acting as depository. To induce DTC to accept the Bonds as eligible for deposit at DTC, the City has executed and delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor the Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on the Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Registrar or to DTC (or any successor depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held in fully-immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of "Cede & Co.", as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds in a denomination corresponding to the total principal therein designated to mature on such date.

Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Designated Representative pursuant to subsection (2) below or such substitute depository's successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Registrar shall, upon receipt of all outstanding Bonds, together with a written request of the Designated Representative, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the Designated Representative determines that it is in the best interest of the beneficial owners of the Bonds of a series that such owners be able to obtain such bonds in the form of Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully-immobilized form. The Designated

Representative shall deliver a written request to the Registrar, together with a supply of definitive Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Registrar of all then outstanding Bonds of a series together with a written request of the Designated Representative to the Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.*

The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Registrar. Upon such surrender, the Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Registrar shall not be obligated to register the transfer or to exchange any Bond during the 15 days preceding any interest payment or principal payment date any such Bond is to be redeemed.

(f) *Registrar's Ownership of Bonds.* The Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Registrar, and to the

extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(g) *Registration Covenant.* The City covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Tax-Exempt Bond that complies with the provisions of Section 149 of the Code.

(h) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months. For so long as all Bonds are in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds of a series are no longer in fully immobilized form, interest on such Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the fifteenth day of the month preceding the interest payment date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Registrar at least 15 days prior to the applicable payment date), such payment shall be made by the Registrar by wire transfer to the account within the continental United States designated by the Registered Owner. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Registrar.

Section 4.      *Redemption; Purchase of Bonds.*

(a) *Optional or Extraordinary Redemption.* The Bonds of a series shall be subject to optional and/or extraordinary redemption on the dates, at the prices and under the terms set forth

in the Bond Purchase Contract or the Notice of Sale and Approved Bid and approved by the Designated Representative pursuant to Section 11 of this ordinance.

(b) *Mandatory Redemption.* The Bonds of a series shall be subject to mandatory redemption to the extent, if any, set forth in the Bond Purchase Contract or the Notice of Sale and Approved Bid and as approved by the Designated Representative pursuant to Section 11 of this ordinance.

(c) *Purchase of Bonds.* The City also reserves the right to purchase any of the Bonds offered to the City at any time at a price deemed reasonable by the City.

(d) *Effect of Purchase.* To the extent that the City shall have purchased any term bonds since the last scheduled mandatory redemption of such term bonds, the City may reduce the principal amount of the term bonds to be redeemed in like principal amount. Such reduction may be applied in the year specified by the Designated Representative.

(e) *Selection of Bonds for Redemption.* If Bonds of a series are called for optional redemption, the maturities of Bonds to be redeemed shall be selected by the Designated Representative. If any Bonds to be redeemed (optional or mandatory) are held in book-entry-only form, the selection of Bonds to be redeemed within a maturity shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds to be redeemed are no longer held in book-entry-only form, the selection of such Bonds to be redeemed shall be made in the following manner. If the City redeems at any one time fewer than all of the Bonds having the same maturity date, the particular Bonds or portions of Bonds and maturity to be redeemed shall be selected by lot utilizing a random selection process (reasonably determined by the Registrar) in increments of \$5,000. In the case of a Bond of maturity in a denomination greater than \$5,000, the City and Registrar shall treat each Bond of that maturity

as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond of that maturity by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of such Bond at the principal office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then-unredeemed balance of the principal sum thereof a Bond or, at the option of the Registered Owner, Bonds of like maturity and interest rate in any of the denominations herein authorized.

(f) *Notice of Redemption.* Written notice of any redemption of Bonds prior to maturity, which notice may be conditional, shall be given by the Registrar on behalf of the City by first class mail, postage prepaid, not less than 20 days nor more than 60 days before the date fixed for redemption to the Registered Owners of Bonds that are to be redeemed at their last addresses shown on the Bond Register. This requirement shall be deemed complied with when notice is mailed to the Registered Owners at their last addresses shown on the Bond Register, whether or not such notice is actually received by the Registered Owners.

So long as the Bonds are in book-entry only form, notice of redemption shall be given to Beneficial Owners of Bonds to be redeemed in accordance with the operational arrangements then in effect at DTC, and neither the City nor the Registrar shall be obligated or responsible to confirm that any notice of redemption is, in fact, provided to Beneficial Owners.

Each notice of redemption prepared and given by the Registrar to Registered Owners of Bonds shall contain the following information: (1) the proposed redemption date, (2) the redemption price, (3) if fewer than all outstanding Bonds of a series are to be redeemed, the identification by maturity (and, in the case of partial redemption, the principal amounts) of the Bonds to be redeemed, (4) that on the date fixed for redemption the redemption price will



become due and payable upon each Bond or portion called for redemption, and that interest shall cease to accrue from the date fixed for redemption (unless the notice of redemption is a conditional notice, in which case the notice shall state that interest shall cease to accrue from the date fixed for redemption if and to the extent that funds have been provided to the Registrar for the redemption of Bonds), (5) that the Bonds are to be surrendered for payment at the principal office of the Registrar, (6) the CUSIP numbers of all Bonds being redeemed, (7) the dated date of the Bonds being redeemed, (8) the rate of interest for each Bond being redeemed, (9) the date of the notice, and (10) any other information deemed necessary by the Registrar to identify the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(g) *Effect of Redemption.* Unless the City has revoked a notice of redemption (or unless the City provided a conditional notice and the conditions for redemption set forth therein are not satisfied), the City shall transfer to the Registrar amounts that, in addition to other money, if any, held by the Registrar for such purpose, will be sufficient to redeem, on the date fixed for redemption, all the Bonds to be redeemed. If, and to the extent that, funds have been provided to the Registrar for the redemption of Bonds then such Bonds shall become due and payable on the date fixed for redemption and interest on such Bond shall cease to accrue from and after such date.

(h) *Amendment of Notice Provisions.* The foregoing notice provisions of this section, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes to maintain

compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 5.     Creation of Bond Fund and Pledge of Taxes and Credit. A special fund of the City known as the "GO Bond Redemption Fund" (the "Bond Fund"), is hereby authorized to be established and maintained in the office of the Treasurer of the City. The Bond Fund shall be drawn upon for the purpose of paying the principal of and interest on the Bonds.

The City hereby irrevocably covenants that, unless the principal of and interest on the Bonds are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the City subject to taxation in amounts sufficient to pay such principal and interest as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Section 6.     Tax Covenants. With respect to Bonds issued as Tax-Exempt Bonds, the City covenants that it will not take or permit to be taken on its behalf any action that would adversely affect the exemption from federal income taxation of the interest on the Tax-Exempt Bonds and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to continue the exemption from federal income taxation of the interest on the Tax-Exempt Bonds.

(a)     *Arbitrage Covenant.* Without limiting the generality of the foregoing, the City covenants that it will not take any action or fail to take any action with respect to the proceeds of sale of the Tax-Exempt Bonds or any other funds of the City which may be deemed to be proceeds of the Tax-Exempt Bonds pursuant to Section 148 of the Code and the regulations promulgated thereunder which, if such use had been reasonably expected on the dates of delivery

of the Tax-Exempt Bonds to the initial purchasers thereof, would have caused the Tax-Exempt Bonds to be treated as "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code.

The City represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon. The City will comply with the requirements of Section 148 of the Code and the applicable regulations thereunder throughout the term of the Tax-Exempt Bonds.

(b) *Private Person Use Limitation for Tax-Exempt Bonds.* The City covenants that for as long as the Tax-Exempt Bonds are outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Tax-Exempt Bonds to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Tax-Exempt Bonds in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(3) More than five percent of the Net Proceeds of the Tax-Exempt Bonds are to be used for any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Tax-Exempt Bonds in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly:

(A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or

(B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Tax-Exempt Bonds used for the state or local governmental use portion of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds to which the Private Person Use of such portion of the Projects financed or refinanced with the proceeds of the Tax-Exempt Bonds relates. The City further covenants that it will comply with any limitations on the use of the Projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Tax-Exempt Bonds. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Tax-Exempt Bonds.

(c) *Modification of Tax Covenants.* The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Tax-Exempt Bonds. To that end, the provisions of this section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City's



Riverfront Park and the Parks system, as authorized by Resolution No. 2014-0084 of the Council adopted on July 28, 2014, and approved by the qualified electors of the City at a special election held therein on November 4, 2014. Capitalized terms used in this bond and not otherwise defined shall have the meanings given them in the Bond Ordinance.

The bonds of this issue are subject to redemption prior to their stated maturity as stated in the [Bond Purchase Contract] [Notice of Sale and Approved Bid] for the Bonds.

[The bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The bonds of this issue have not been designated by the City as "qualified tax-exempt obligations" for investment by financial institutions under Section 265(b) of the Code.] [The City has taken no action to cause the interest on this bond to be exempt from federal income taxation.]

The City hereby irrevocably covenants that it will levy taxes annually upon all the taxable property in the City without limitation as to rate or amount and in amounts sufficient, with other monies legally available therefor, to pay the principal of and interest on the bonds of this issue as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest. The pledge of tax levies may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar.

It is hereby certified and declared that this bond and the bonds of this issue are issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and ordinances of the City and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done and performed.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SPOKANE, WASHINGTON

By           /s/ facsimile or manual            
Mayor

(SEAL)

ATTEST:

          /s/ facsimile or manual            
City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_, 2015

This bond is one of the bonds described in the within-mentioned Bond Ordinance and is one of the Unlimited Tax General Obligation Bonds, 2015 [series designation] of the City of Spokane, Washington, dated \_\_\_\_\_, 2015.

WASHINGTON STATE FISCAL  
AGENCY, Registrar

By THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as subcontractor  
to The Bank of New York Mellon, fiscal  
agent for the State of Washington

By \_\_\_\_\_  
Authorized Signer

Section 8.     Execution of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed or a facsimile thereof imprinted or otherwise reproduced on the Bonds.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City.

Any Bond may also be signed and attested on behalf of the City by such persons who are at the actual date of delivery of such Bond the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 9. Defeasance. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in a special account of the City, cash or noncallable Government Obligations, or any combination of cash and/or noncallable Government Obligations, in amounts and maturities which, together with the known earned income therefrom, are sufficient to redeem or pay and retire such Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and/or noncallable Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on such Bond. The owner of a Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from such special account, and such Bond shall be deemed to be not outstanding under this ordinance.

The Registrar shall provide notice of defeasance of Bonds to Registered Owners and to each party entitled to receive notice in accordance with Section 13 of this ordinance.

Section 10. Lost, Stolen or Destroyed Bonds. In case any Bond or Bonds shall be lost, stolen or destroyed, the Registrar may execute and deliver a new Bond or Bonds of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Registrar in connection therewith and upon his/her filing with the Designated Representative and the Registrar evidence satisfactory to the Designated Representative and the Registrar, respectively, that such Bond was actually lost,



stolen or destroyed and of his/her ownership thereof, and upon furnishing the City and the Registrar with indemnity satisfactory to the Designated Representative and the Registrar, respectively.

Section 11. Delegation of Authority; Sale of Bonds.

(a) *Delegation of Authority.* The City has determined that it would be in the best interest of the City to delegate to the Designated Representative the authority to approve the manner of sale, the number of series, the series designation, the final principal amounts of the Bonds (within the parameters established herein), date of the Bonds, tax status of each series, interest rates, payment dates, redemption provisions, maturity dates of such Bonds, and other terms and conditions of the Bonds in the manner provided hereafter so long as:

- (1) the aggregate principal amount of the Bonds does not exceed \$64,300,000;
- (2) the final maturity of each series of the Bonds does not exceed 20 years; and
- (3) the true interest cost of each series of the Bonds does not exceed 5.00%.

In determining the manner of sale, number of series, the taxable or tax-exempt status of each series, the series designation, the final principal amounts of the Bonds (within the parameters above), date of the Bonds, interest rates, payment dates, redemption provisions, and maturity dates of such Bonds, the Designated Representative, in consultation with City staff and the City's financial advisor, shall take into account those factors that, in the Designated Representative's judgment, will result in the lowest true interest cost on the applicable series of the Bonds to their maturity, including, but not limited, to current financial market conditions and current interest rates for obligations comparable in tenor and quality to the applicable series of the Bonds.

(b) *Bond Sale.* The Designated Representative is hereby authorized to determine whether the Bonds shall be sold by Negotiated Sale or by a Competitive Sale. Upon the selection of one or more underwriters, the Designated Representative shall negotiate the terms of sale for the Bonds, including the terms described in this section, in a contract of sale (a "Bond Purchase Contract").

If the Bonds are sold by Competitive Sale, the Designated Representative or his designee shall: (a) establish the date of the public sale; (b) establish the criteria by which the successful bidder will be determined; (c) request a good faith deposit from the Successful Bidder in an amount determined by the Designated Representative; (d) cause notice of the public sale to be given (the "Notice of Sale"); and (e) provide for such other matters pertaining to the public sale as he deems necessary or desirable. The Designated Representative shall cause notice of the public sale to be given and provide for such other matters pertaining to the public sale as she deems necessary or desirable.

Upon the date and time established for the receipt of bids for the Bonds, the Designated Representative or his designee shall open the bids and shall cause the bids to be mathematically verified. The Designated Representative will approve the bid offering to purchase the Bonds at the lowest true interest cost to the City at such price as shall be determined at the time of sale by the Designated Representative, plus accrued interest to the date of delivery, on all the terms and conditions set out in the applicable Notice of Sale.

All bids submitted for the purchase of the Bonds shall be as set forth in the applicable Notice of Sale or otherwise as established by the Designated Representative which will be furnished upon request made to the Designated Representative. Such successful bidder shall, within three hours of the award of the Bonds, make a good faith deposit by federal wire or by a

cashier's or certified check, made payable to the order of the City in an amount determined by the Designated Representative. The good faith deposit of the successful bidder shall be security for the performance of its bid and shall be held as liquidated damages in case the successful bidder fails to take up and pay for the applicable series of the Bonds within 45 days if tendered for delivery. All bids submitted shall be opened (but not read publicly) by the City. The City reserves the right to reject any and all bids and to waive any irregularity or informality in any bid.

Subject to the terms and conditions set forth in this section, the Designated Representative is hereby authorized to accept an Approved Bid in a Competitive Sale and/or execute the final form of a Bond Purchase Contract in a Negotiated Sale, upon his approval of the number of series, the series designation, the final principal amounts of the Bonds (within the parameters established in this section), date of the Bonds, interest rates, payment dates, redemption provisions, and maturity dates of such bonds set forth therein. Following the sale of the Bonds of a series, the Designated Representative shall provide a report to the Council, describing the final terms of such Bonds approved pursuant to the authority delegated in this section.

(b) *Delivery of Bonds; Documentation.* Upon the passage and approval of this ordinance, the proper officials of the City, including the Designated Representative, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bonds to the successful bidder thereof and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds. In furtherance of the foregoing, the Designated Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including underwriter's discount, the fees and expenses

specified in the Bond Purchase Contract or Notice of Sale, including fees and expenses of underwriter and other retained services, including Bond Counsel, financial advisor, rating agencies, fiscal agency, and other expenses customarily incurred in connection with issuance and sale of bonds.

(c) *Preliminary and Final Official Statements.* The Designated Representative is hereby authorized to deem final the preliminary Official Statement relating to the Bonds for the purposes of the Rule. The Designated Representative is further authorized to ratify and to approve for purposes of the Rule, on behalf of the City, the Official Statement relating to the issuance and sale of the Bonds and the distribution of the Official Statement pursuant thereto with such changes, if any, as may be deemed by him to be appropriate.

Section 12. Disposition of Bond Proceeds. An account shall be established and designated as the "Capital Improvements 2015-Parks Construction Account" within the Bond Fund, into which the balance of the net proceeds of the Bonds shall be deposited. Money on hand in the Capital Improvements 2015-Parks Construction Account shall be used to pay the costs of or reimbursement for the costs of the Project and costs of issuance of the Bonds. The City hereby declares its official intent to reimburse itself for any expenditures that it makes on the Project prior to issuing the Bonds. The City understands that proceeds of the Bonds may only be used to reimburse expenditures paid no earlier than sixty (60) days prior to the date of the adoption of this ordinance. The City further understands that the use of proceeds of the Bonds to reimburse an expenditure may occur no later than eighteen (18) months after the date of such expenditure.

Money in the Capital Improvements 2015-Parks Construction Account shall be invested in such obligations as may now or hereafter be permitted to the City by law and City policies.

Any part of the proceeds of the Bonds remaining in the Capital Improvements 2015-Parks Construction Account after all costs of the Project have been paid (including costs of issuance) shall be transferred to the Bond Fund for the uses and purposes therein provided.

Section 13. Undertaking to Provide Ongoing Disclosure. The Designated Representative is hereby authorized to enter into a written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule (the "Continuing Disclosure Agreement"). The Continuing Disclosure Agreement constitutes the City's written undertaking for the benefit of the owners (including Beneficial Owners) of the Bonds as required by Section (b)(5) of the Rule.

Section 14. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provision of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

Section 15. Effective Date. The Council hereby finds and determines that the issuance and sale of the Bonds at this time will benefit the City by allowing the City to take advantage of current interest rates for tax-exempt bonds. In making such finding and determination, the Council has given consideration to the interest that will be payable on the Bonds through the maturity of the Bonds, the costs of issuance of the Bonds and the income that will be earned from investing the portion of the proceeds of the sale of the Bonds until applied to pay Project costs. In order to take advantage of current interest rates, it is essential to accept the Bond Purchase Contract or Approved Bid to purchase the Bonds as quickly as possible. Based upon said facts, an emergency and urgency is declared and found to exist as necessary for the

immediate support of City government and its existing public institutions. Based upon said emergency and urgency, this ordinance shall become effective immediately upon its passage.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on December 15, 2014.

CITY OF SPOKANE  
Spokane County, Washington

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Ben Stuckart, Council President

ATTEST:

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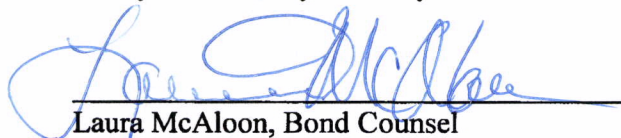
Terri L. Pfister, Clerk

(SEAL)

APPROVED AS TO FORM:

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Nancy Isserlis, City Attorney



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Laura McAloon, Bond Counsel

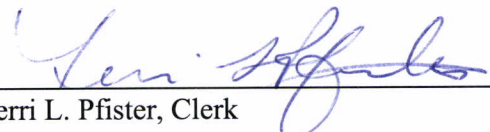
immediate support of City government and its existing public institutions. Based upon said emergency and urgency, this ordinance shall become effective immediately upon its passage.

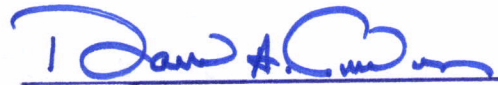
PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on December 15, 2014.

CITY OF SPOKANE  
Spokane County, Washington

  
\_\_\_\_\_  
Ben Stuckart, Council President

ATTEST:

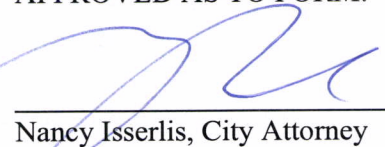
  
\_\_\_\_\_  
Terri L. Pfister, Clerk

  
\_\_\_\_\_  
David A. Condon  
Mayor  
City of Spokane

(SEAL)



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Nancy Isserlis, City Attorney

\_\_\_\_\_  
Laura McAloon, Bond Counsel

## CERTIFICATE

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the "City"), and keeper of the records of the City Council (the "Council"); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. C35207 of the City (the "Ordinance"), as finally passed at a regular meeting of the Council held on the 15th day of December, 2014, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of January 2015.

  
\_\_\_\_\_  
City Clerk



# **ATTACHMENT B**

## **Letters of Commitment**

### **Government Agency & Tribal Partners**

- The Spokane City/County Historic Preservation Office
- The Spokane Park Board
- The Spokane Public Facilities District
- Spokane Tribe of Indians

### **Community Organizations**

- The Downtown Spokane Partnership (DSP)
- Greater Spokane Incorporated (GSI)
- Upper Columbia River (UCR)
- Spokane River Forum
- Spokane Riverkeeper
- Spokane Sports Commission
- YMCA of the Inland Northwest



## SPOKANE CITY/COUNTY HISTORIC PRESERVATION OFFICE

*Providing historic property protection and development  
services to the City of Spokane and Spokane County.*



December 13, 2016

City of Spokane  
Planning & Development Department  
Attn: Teri Stripes  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3316

Dear Ms. Stripes:

The Spokane City/County Historic Preservation Office is writing this letter of commitment in support of the City of Spokane's efforts to obtain three U.S. EPA Brownfields Cleanup Grants during the FY2017 grant competition. Over the past few years the City has invested significant resources towards the revitalization of Riverfront Park, which is now poised to breathe new life into the heart of the City. With construction activities underway in several areas of the 100-acre property, significant cleanup grant funding is needed to address widespread soil impacts related to historic industrial uses.

The Historic Preservation Office provides staffing to the Spokane Historic Landmarks Commission, a body of private citizens charged with the preservation and protection of Spokane's historic, architectural, and archaeological resources. The Spokane City/County Historic Preservation Office and the Spokane Historic Landmarks Commission are local government programs that share responsibility for the stewardship of historic and architecturally significant properties within the City of Spokane and unincorporated areas of Spokane County. The HPO reviews nominations to the Spokane Register of Historic Places, reviews changes to designated properties, and administers incentives to historic property owners who invest in their buildings.

We have recently been involved with the creation of a Memorandum of Agreement with the Spokane Parks Department, US Army Corps of Engineers, Washington State Department of Archaeology and Historic Preservation, Washington Trust for Historic Preservation, the Spokane Preservation Advocates and the Spokane Tribe of Indians for Riverfront Park and the protection of remaining cultural resources spanning pre-, post and related to the Expo '74 World's Fair. Work to be done as a result of the MoA includes a historic preservation plan for



## SPOKANE CITY/COUNTY HISTORIC PRESERVATION OFFICE

*Providing historic property protection and development  
services to the City of Spokane and Spokane County.*



Expo resources; restoration of the Theme Stream; interpretive signage; and documentation in Riverfront Park.

The Historic Preservation Office worked with the City Parks Department in 2015 to create a Multiple Property Document on the history of Spokane Parks as well as nominating Manito Park and Boulevard to the National Register of Historic Places. We continue to work with the department to interpret Riverfront Park and have created a web page with a thorough history of the area available to the public at [www.historicspokane.org/riverfront-park-history](http://www.historicspokane.org/riverfront-park-history). Spokane Parks has also developed a robust archaeological survey schedule to thoroughly document areas of the park that may be impacted by the redevelopment efforts currently underway and planned for the future.

The Historic Preservation Office in conjunction with the Spokane Historic Landmarks Commission pledge to assist the project with successful implementation in one or more of the following ways:

- Relevant information on the grant program can be distributed through our website and Facebook page.
- One or more members of the *Spokane Historic Landmarks Commission* may agree to participate in the Riverfront Park Brownfield Redevelopment Authority's public meetings. It is our understanding that the Authority intends to host brownfields advisory committee meetings at a minimum of two times per year over the three year grant period, including a post-grant award kick-off meeting, remedial action meeting(s) and redevelopment meeting(s), for a total of at least six meetings.
- Our in-kind contributions of staff time to distribute information, prepare and attend the brownfields advisory committee meetings and otherwise participate in the grant implementation process.
- Our in-kind contributions are conservatively estimated at 20 hours per year of staff time to distribute information, prepare and attend meetings and otherwise participate in the grant implementation process. With an estimate of \$46/hour, and over the two year grant period, this amounts to an estimated contribution value of \$1840.
- The Historic Preservation Office can also provide review of impacts to historic or cultural resources that may be impacted by environmental clean-up efforts.

The redevelopment of Riverfront Park is a key factor in the continued economic success of downtown Spokane. With a revitalized park containing more opportunities for community engagement, this project is key to the retention and investment in historic properties throughout downtown Spokane.



## SPOKANE CITY/COUNTY HISTORIC PRESERVATION OFFICE

*Providing historic property protection and development  
services to the City of Spokane and Spokane County.*



The Spokane City/County Historic Preservation Office looks forward to continuing our long and successful partnership with the City Parks Department in revitalizing and transforming Riverfront Park.

Sincerely,

A handwritten signature in blue ink that reads "Megan M. Duvall".

Megan Duvall  
Historic Preservation Officer  
Spokane City/County



December 16, 2016

City of Spokane  
Planning & Development Department  
Attn: Teri Stripes  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316

Dear Ms. Stripes:

The Spokane Park Board is writing this letter of commitment in support of the city of Spokane's efforts to obtain three U.S. EPA Brownfields Cleanup Grants during the FY2017 grant competition. Over the past few years the city of Spokane has invested significant resources towards the revitalization of Riverfront Park, which is now poised to breathe new life into the heart of the City. With construction activities underway in several areas of the 100-acre property, significant cleanup grant funding is needed to address widespread soil impacts related to historic industrial uses.

As the governing authority responsible for the care, management and improvement of our city parks, the Spokane Park Board remains committed to providing its citizens safe and sustainable municipal parks. With this goal, the Spokane Park Board is proud to provide the following as a commitment to this redevelopment project and to the city of Spokane:

- In pursuit of the grants, we will manage the resulting contracts with the EPA.
- We will manage the contracts and supervise the work of contractors to conduct the Brownfield Cleanup activities.
- We commit to provide the required 20 percent cost sharing, match requirement.
- We will provide support in public outreach and oversight during the cleanup activities.
- We will provide meeting space and public meeting notifications for grant-related meetings.
- We will guide and implement the cleanup and rescue of properties with a designated redevelopment opportunity zone.
- The Spokane Park Board has committed to serve as the board of directors for the Brownfield Renewal Authority.
- The Brownfield Renewal Authority will meet a minimum of two times per year over the two-year grant period, including a post-grant award kick-off meeting, remedial action meeting(s) and redevelopment meeting(s), for a total of at least six meetings.

808 West Spokane Falls Blvd. • Spokane, Washington 99201-3317  
509.625.6241 • FAX 509.625.6205

**RIVERFRONTPARKNOW.COM**

- We are committed to in-kind contributions of staff time to distribute information, prepare and attend the Brownfields Renewal Authority meetings, and otherwise participate in the grant implementation process.

The Spokane Park Board is excited to partner with the City of Spokane on this landmark endeavor. We are confident this project will have a dramatic impact on Riverfront Park and beyond, and will be an important piece of the community's effort to realize its economic development and environmental restoration goals.

Sincerely,



Chris Wright  
Spokane Park Board, President

Cc: Spokane Park Board (via email)

Spokane Public Facilities District  
GRANT SUPPORT RESOLUTION

A RESOLUTION declaring support for the City of Spokane's application for three Environmental Protection Agency (EPA) Brownfield Cleanup Grants to support the re-development of Riverfront Park.

WHEREAS, the City of Spokane is an eligible applicant for the EPA Brownfield Cleanup grants; and

WHEREAS, the City of Spokane intends to prepare and submit three \$200,000 Brownfield Cleanup applications to the EPA by the December 22, 2017 due date; and

WHEREAS, if the City of Spokane is a successful applicant, it will then manage the resulting contracts with the EPA to include managing the contracts and work of Contractors to conduct the Brownfield Cleanup activities; and

WHEREAS, the EPA Brownfield Cleanup Grants require a twenty-percent cost sharing match requirement with the Park Board representing it will commit to providing the required grant match; and

WHEREAS, the Spokane Public Facilities District recently completed an expansion of the Convention Center that involved the expenditure of \$2,436,000 for environmental clean-up on public property; and

WHEREAS, a portion of the above expenditure related to environmental clean-up on the Centennial Trail in Riverfront Park; and

WHEREAS, the Park Board is also the Riverfront Park Brownfield Redevelopment Opportunity Zone Authority and will provide additional support including public outreach and oversight during the cleanup activities;

-- Now, Therefore, BE IT RESOLVED that the Spokane Public Facilities District Board fully supports the City of Spokane's Brownfield Cleanup Grant Application as set forth herein.

ADOPTED by the Spokane Public Facilities District Board on: December 20, 2016

  
\_\_\_\_\_  
District Board Chair





## Spokane Tribe of Indians

P.O. Box 100 Wellpinit, WA 99040 (509) 458-6500 Fax: 509-458-6500

12/15/2016

City of Spokane  
Planning & Development Department  
Attn: Teri Stripes  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3316

Dear Ms. Stripes:

On behalf of the Spokane Tribe of Indians, I am happy to support the City of Spokane's efforts to remediate years of environmental contamination within our ancestral homelands, known today as Riverfront Park located in downtown Spokane.

The EPA's Brownfields Cleanup Grant is a powerful tool to help heal the earth. We understand the City is seeking this funding to assist with remediation costs that will be incurred as part of the revitalization of Riverfront Park. We are looking forward to continuing our collaboration with the City to revitalize this historic site and the dramatic impact that it will have in uplifting our entire community.

As one of the Spokane Tribe's most valuable partners, the City of Spokane is a steward of the riverbanks and waterfalls that have provided food and commerce for the Spokane Tribe since the beginning of time.

The Spokane Tribe is also a federally designated Promise Zone and we fully support the City of Spokane's EPA's Brownfields Cleanup Grant application and look forward to continuing our strong partnership with the City. Because over 1 in 10 Spokane Tribal citizens reside within the city of Spokane, a healthy Riverfront Park creates a direct benefit to our Tribal citizens.

The Spokane Tribe can assist with the remediation process by participating in steering committees and circulating information via Tribal media to our entire citizenry. The Tribe will pledge an in-kind contribution of leadership and/or staff time to participate and assist in the process.

Thank you for taking the time and effort to compete for an EPA Brownfields award. We strongly support your application.

Sincerely,

Glenn Ford  
Tribal Business Council, Spokane Tribe of Indians



### Certification of Consistency with Promise Zone Goals and Implementation

I certify that the proposed activities/projects in this application are consistent with the goals of the Promise Zones and the revitalization strategies detailed in my Promise Zone application.

(Type or clearly print the following information)

Applicant Name City of Spokane

Name of the Federal Program to which the applicant is applying:

EPA Brownfield Clean Up Grant

Name of the Promise Zone Designated Community

Spokane Tribe of Indians

The proposed project meets the following geographic criteria (please select one):

- ☐ The proposed project is solely within Promise Zone boundaries  
☐ The proposed project includes the entire Promise Zone boundary and other communities  
☐ The proposed project includes a portion of the Promise Zone boundary  
☒ The proposed project is outside of the Promise Zone boundaries, but specific and definable services or benefits will be delivered within the Promise Zone or to Promise Zone residents

Please note that projects which substantially and directly benefit Promise Zone residents but which are not within the boundaries of the Promise Zone may be considered. Agencies will make clear the acceptable definition of substantially and directly beneficial in the program's award and funding announcement.

I further certify that:

- (1) The applicant is engaged in activities, that in consultation with the Promise Zone designee, further the purposes of the Promise Zones initiative; and
- (2) The applicant's proposed activities either directly reflect the goals of the Promise Zone or will result in the delivery of services that are consistent with the goals of the Promise Zones initiative; and
- (3) The applicant has committed to maintain an on-going relationship with the Promise Zone designee for the purposes of being part of the implementation processes in the designated area.

Name of the Promise Zone Official authorized to certify the project meets the above criteria to receive bonus points: Mike Tedesco

Title: Planning & Economic Development Director

Organization: Spokane Tribe of Indians

Signature: [Signature]

Date (mm/dd/yyyy) 12/19/16



December 14, 2016

City of Spokane  
Planning & Development Department  
Attn: Teri Stripes  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3316

Dear Ms. Stripes:

The Downtown Spokane Partnership (DSP) is excited for this opportunity to demonstrate our commitment to the City of Spokane in its efforts to obtain U.S. EPA Brownfields Cleanup Grants to support ongoing revitalization activities at Riverfront Park. The DSP has been heavily involved in this crucial project for the community's future by way of our membership on the Riverfront Park Master Plan Advisory Committee, its endorsement of the ballot measure, and financial commitment to and involvement in the subsequent measure, assisting in at least a small way in the measure's passage by 68% of participating voters, which is a level of support attained by very few, if any, measures in the past decade in the city of Spokane. In addition to our support and commitment to the current Park redevelopment project, the DSP has supported and participated in multiple efforts to clean up the Spokane River's course through downtown Spokane, and in policy initiatives including the Shoreline Master Plan effort of several years ago. In short, the DSP's involvement in Riverfront Park redevelopment and several related initiatives to improve the quality and natural character of the Spokane River is a reflection of the downtown business community's determination to advance the re-embrace of and reorientation to the Spokane River.

We understand the City has been working with the Spokane Park Board and the Riverfront Park Brownfield Redevelopment Authority over the past year to complete environmental assessment and cleanup planning activities and secure the funding necessary to address contaminated soils during the planned construction activities. We appreciate how cleanup funding will build upon the foundation of over \$64M previously approved by City of Spokane Voters to complete the planning, design and construction efforts.

The DSP's support for the Riverfront Park redevelopment plan is a recognition of the demand from the business community and the wider community for a park at the heart of the urban core which significantly refines and elevates the natural component of the Park's land and ensures that the man-made components of the Park are up-to-date and anticipate the community's recreational needs over the next 40+ years. Attaining the precise balance between active and passive uses within Riverfront Park has been an area of special emphasis during our involvement in the process, and the outcome in that regard has been in our estimation, excellent. The end result will be a park that becomes even more magnetic of an attraction to residents of the city, people across the region and visitors from outside of the Inland Northwest. From the innovative Ice Ribbon, to extraordinary views of the River at peak flow in the springtime (to name just a couple of new or improved features), we anticipate the Park becoming not only a much more powerful attractor to tourism, but an even more accurate reflection of the community's character and a crucial cultural resource, one which we will be proud to pass on to successive generations.

The DSP is the City of Spokane-contract holder to operate the 80 square-block downtown Spokane Business Improvement District (BID). As the operator of the BID, the DSP delivers what are termed Clean and Safe services to ratepayers in the BID area through the Clean Team and Security Ambassador programs. Beyond our core Clean and Safe services, the DSP implements a range of marketing, economic development and policy advocacy programs which serve to further the economic and social vitality of the historic urban core of Spokane, Wa which happens to be the largest urban core between Seattle and Minneapolis-St. Paul. Between the 3,000+ ratepayers to the Business Improvement District and the 78 corporate members of the DSP representing a diverse range of small to large businesses operating in the downtown core, we regard the Riverfront Park redevelopment initiative as arguably the most critical municipal project in the downtown core in its 21-year existence.

The DSP is proud to provide the following as a commitment to this project and to the City:

One or more members of the DSP Board of Directors and/or staff members may agree to participate in a brownfield advisory committee. It is our understanding that the Authority intends to host brownfields advisory committee meetings at a minimum of two times per year over the three year grant period, including a post-grant award kick-off meeting, remedial action meetings and redevelopment meetings, for a total of at least six meetings.

Our in-kind contributions of staff time to distribute information, prepare and attend the brownfields advisory committee meetings, and otherwise participate in the grant implementation process.

Our in-kind contributions are conservatively estimated at 20 hours per year of staff time to distribute information, prepare and attend the brownfields advisory committee meetings and otherwise participate in the grant implementation process. With an estimate of \$35/hour, and over the three year grant period, this amounts to an estimated contribution value of \$4,200.00.

We will additionally notify members and ratepayers about progress of the project through our multiple media channels as appropriate.

The Downtown Spokane Partnership is excited to partner with the City on this landmark endeavor and we are confident that this project will have a dramatic impact on Riverfront Park and beyond, helping the community realize its economic development and environmental restoration goals.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Richard', with a stylized flourish at the end.

Mark Richard  
President, Downtown Spokane Partnership  
[mrichard@downtownspokane.net](mailto:mrichard@downtownspokane.net)  
509.456.0580



801 W. Riverside, Suite 100, Spokane, WA 99201

Phone: 509.624.1393 or 1.800.SPOKANE

Fax: 509.747.0077

[www.greaterspokane.org](http://www.greaterspokane.org)

December 16, 2016

City of Spokane  
Planning & Development Department  
Attn: Teri Stripes  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3316

Dear Ms. Stripes:

Greater Spokane Incorporated is writing this letter of commitment in support of the City of Spokane's efforts to obtain three U.S. EPA Brownfields Cleanup Grants during the FY2017 grant competition. Over the past few years the City has invested significant resources towards the revitalization of Riverfront Park, which is now poised to breathe new life into the heart of the City. With construction activities underway in several areas of the 100-acre property, significant cleanup grant funding is needed to address widespread soil impacts related to historic industrial uses.

Greater Spokane Incorporated is the Spokane region's largest business development organization, representing more than 1,200 companies with over 100,000 employees. More than 90% of our investors are small businesses and we work diligently with them to ensure that our organization assists them with business retention, expansion and assistance.

Greater Spokane Incorporated also works to bring new companies to town to further support our economy. The importance of a thriving downtown with business, natural and geographic amenities is critical to attracting the right type of business. Riverfront Park and the Spokane River play an important role in our marketing material (see [www.advantagespokane.com](http://www.advantagespokane.com).)

Our organization has worked in partnership with the City of Spokane on many regional projects. This includes redevelopment and remediation projects like The University District, Kendall Yards and The Yard, all located in commercial districts of the City.

Page Two  
December 16, 2016

Greater Spokane Incorporated pledges to assist the project with successful implementation in one or more of the following ways:

- Relevant information on the grant program can be distributed through notices or articles in our Greater Spokane Incorporated and Advantage Spokane newsletters and posted on both our websites.
- One or more staff members of Greater Spokane Incorporated will agree to participate in the Riverfront Park Brownfield Redevelopment Authority's public meetings. It is our understanding that the Authority intends to host brownfields advisory committee meetings at a minimum of two times per year over the three year grant period, including a post-grant award kick-off meeting, remedial action meeting(s) and redevelopment meeting(s), for a total of at least six meetings.
- Our in-kind contributions of staff time to distribute information, prepare and attend the brownfields advisory committee meetings and otherwise participate in the grant implementation process.
- Our in-kind contributions are conservatively estimated at 20 hours per year of staff time to distribute information, prepare and attend meetings and otherwise participate in the grant implementation process. With an estimate of \$100/hour, and over the two year grant period, this amounts to an estimated contribution value of  $(100 \times 20 \times 2) = \$4,000$ .

Riverfront Park is a key amenity to be treasured, enhanced and preserved. The plan to redevelop it to allow more people to visit and enjoy is important in bringing additional visitors to our region. In addition, the plan enables Riverfront Park to add even more opportunities for recreation, enjoyment and celebration!

Greater Spokane Incorporated is proud to join with the City and the people of Spokane in revitalizing and transforming Riverfront Park.

Sincerely,



Robin B. Toth  
VP, Business Development  
Greater Spokane Incorporated



## Upper Columbia River Group

Box 413, Spokane, Washington 99210

December 16, 2016

City of Spokane  
Planning & Development Department  
Attn: Teri Stripes  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3316

Dear Ms. Stripes:

The Sierra Club's Upper Columbia River Group (UCRG) is writing this letter of commitment in support of the City of Spokane's efforts to obtain three U.S. Brownfields Cleanup Grants during the FY 2017 grant competition. Over the past few years the City has invested significant resources towards the revitalization of Riverfront Park. The Park, as revitalized, will breathe new life into the heart of the City. However, significant cleanup grant funding is needed to address widespread soil impacts related to historic industrial uses.

The UCRG with the wider Sierra Club organization is dedicated to helping citizens explore, enjoy, and protect the natural world and to practice and promote the responsible use of the earth's ecosystems and resources. A central part of that effort is to educate and enlist citizens to protect and restore the quality of the natural and human environment. Locally we have worked diligently and continuously for many years to renew the Spokane River and its tributaries by restoring flows for the recreational use of area communities and visitors and for the breeding of historic fish species, and we have utilized educational, political, and legal means to protect the River from toxic pollution. Riverfront Park is the most visible and utilized riverine feature in Spokane, and it depends upon the Spokane River for its identity and a great deal of its popularity.

In the past the UCRG has worked with Spokane City and several of its departments in promoting a clean, healthy, and accessible water course, and we have collaborated on water conservation efforts during the dry summer months for the protection of the River and its integrally connected aquifer.

Therefore, we are eager to encourage the city's current Park revitalization and cleanup efforts, and we pledge to promote the associated projects with our members and encourage their support and participation as citizens. More specifically, we will endeavor to

- provide relevant information on the grant program through articles in our newsletter, and postings on our website and Facebook page; and
- provide at least one of our UCRG members and an Executive Committee member to participate in the Riverfront Park Brownfield Redevelopment Authority's public meetings during the grants' processes.

The presence and resources of Riverfront Park are central to the life and health of downtown Spokane. The Park is a key driver of tourism for the city, and it is the hub around which Spokane residents gather for region-wide annual events. It is emblematic of the city's motto, "Near nature. Near perfect." And as such it provides a platform for an increased appreciation and support for a healthier environment region-wide.

The UCRG looks forward to continuing our long and valued partnership with the City of Spokane during the coming years in the revitalization and transformation of Riverfront Park.

Sincerely,  
W. Thomas Soeldner, Co-chair  
Carolyn Leon, Co-chair  
Upper Columbia River Group





December 16, 2016

City of Spokane  
Planning & Development Department  
Attn: Teri Stripes  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3316

Dear Ms. Stripes:

The Spokane River Forum, a 501(c)(3) non-profit organization, is writing to support City of Spokane grant applications to U.S. EPA for brownfields cleanup.

EPA funding to support remediation costs is strongly supported by our organization. Fully reclaiming these lands whose history includes railroad yards and other industrial uses is central to assuring the enjoyment of these public lands for generations to come.

In addition to cleanup itself, there is also a unique opportunity to tell the story of remediation as central to urban development and environmental justice across the country. This can be done particularly well in this setting because Riverfront is Spokane's premier urban park, attracting thousands of visitors annually. Importantly, these visitors span all socio-economic classes.

The Spokane River Forum's mission is to create materials, events and activities that promote regional dialogues for sustaining a healthy river system while meeting the needs of a growing population. Our many initiatives include development of the Spokane River Water Trail, the Spokane Waste Directory, EnviroStars, conferences and public meetings, and riparian restoration and cleanup. You can learn more about these initiatives at [www.spokaneriver.net](http://www.spokaneriver.net).

As an organization, the Forum directly reaches thousands of people via spokaneriver.net (over 90,000 page views in 2016), Spokane River e-news bulletins (distributed to over 4,200), our Facebook page (over 1,650 likes), Meet Me at the River (over 750 participants), the Spokane River Forum Conference (over 300 people attend), EnviroStars (over 75 local businesses participate), and development/distribution of print materials. We have successfully partnered with City of Spokane Utilities and Parks Department on many of these initiatives.

As the river runs through Riverfront Park, we are vitally interested in supporting public dialog and attaining the highest environmental standards at this site.

The Forum would be pleased to support EPA funding in the following ways:

- Providing notices and articles as part of SRF eNews distribution, web blog, and Facebook posts.
- Hosting a session at our conference
- Participation in an advisory group
- Distributing information as part of our participation in related advisory groups, e.g.—Spokane River Dissolved Oxygen TMDL, Spokane River Regional Toxics Task Force, Spokane Waste Advisory Committee, and Spokane County Voluntary Stewardship Program.

We estimate that 140 hours of in-kind time will be provided annually. Over a two-year period at \$35 an hour, our in-kind contribution can be valued at \$9,800.

The Spokane River Forum looks forward to continuing our long and successful partnership with the City to revitalize Riverfront Park and transform the economic future of our community.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Andy Dunau', written in a cursive style.

Andy Dunau  
Executive Director





Clean River ♦ Healthy Community

December 19, 2016

City of Spokane  
Planning & Development Department  
Attn: Teri Stripes  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3316

Dear Ms. Stripes:

We at *Spokane Riverkeeper* are writing to show our support and commitment to the City of Spokane and its efforts to obtain up to \$600,000 of U.S. EPA Brownfields Cleanup Grant funding as part of the FY2017 grant competition. We understand the City is seeking this funding to assist with remediation costs that will be incurred as part of the revitalization of Riverfront Park. We are looking forward to continuing our collaboration with the City to revitalize this historic site and the dramatic impact that it will have in uplifting our entire community.

The Spokane Riverkeeper program works for a “fishable and swimmable” Spokane River and endeavours to protect it from those conditions and forces that threaten its health and the well-being. The Riverkeeper is a part of the global Waterkeeper Alliance and supports citizen’s advocacy and education efforts across the globe on behalf of rivers and the public that uses them. The Spokane River is the heart and soul of our city and a healthy river is essential for a healthy community. As such, a clean and healthy Riverfront Park is essential to the life of the city, and this project certainly works towards that goal.

In fact, the access and experience that Riverfront Park provides, directly enriches the lives of our citizens, our members and the public who visits our city.

The Spokane Riverkeeper can offer tangible support in several forms:

1. We stand by ready with conference room facilities that can be used to host advisory committee meetings.
2. We can call attention to the project, educate the public about why these projects are important, and report on progress via our social media networks and newsletters.

[www.spokaneriverkeeper.org](http://www.spokaneriverkeeper.org)

509.835.5211 | 35 W. Main Ave Suite 300 Spokane, WA 99201



3. We will commit to writing two blog posts about the clean-up efforts and what they mean for the public and our city.

Our in-kind contributions are conservatively estimated at 15 hours per year of staff time to distribute information, host brownfields advisory committee meetings, and leverage our social media networks to educate the public around this important project. With an estimate of \$35/hour, and over the two-year grant period, this amounts to an estimated contribution value of  $(15 \times 35 \times 2) = \$1,050$ .

Spokane Riverkeeper enthusiastically supports the revitalization of Riverfront Park. Further, we look forward to partnering with the City to highlight and protect the values of the Spokane River and Riverfront Park, and transform the economic future of our community.

Respectfully,

A handwritten signature in black ink, appearing to read "Jerry White Jr.", with a stylized flourish at the end.

Jerry White Jr.  
Spokane Riverkeeper  
Center for Justice

35 W Main St Suite 300  
Spokane WA 99201  
(509) 464-7614  
[jerry@cforjustice.org](mailto:jerry@cforjustice.org)

December 16, 2016



City of Spokane  
Planning & Development Department  
Attn: Teri Stripes  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

[WWW.SPOKANESPORTS.ORG](http://WWW.SPOKANESPORTS.ORG)

Dear Ms. Stripes:

The Spokane Sports Commission is a 501(c)(3) non-profit organization whose mission is to utilize sports as an economic and community tool for the region. I am writing in support of the City of Spokane's grant applications to the EPA for brownfield cleanup.

Riverfront is our premier urban park and a vital asset in showcasing our community to recruit sporting events and related activities to our region. Through these events, we are able to attract thousands of visiting athletes and their fans to Spokane each year. The economic impact of visitor spending in 2016 will exceed \$50 million alone. Reclaiming the park and sustaining it for the future provides our team with a valuable marketing tool.

In a typical program year, the Sports Commission attracts over 200,000 visitors to the region and indirectly through (sport) media outlets, generates literally millions of impressions nationwide. With an average of 60 sporting events annually on our calendar, we currently reach over 300,000 page-views to our site ([spokanesports.org](http://spokanesports.org)). Riverfront Park is a prominent link in communicating the type of community visitors can expect to experience while in Spokane.

In turn, the Spokane Sports Commission is pleased to support EPA funding with the following:

- Distribute notices and information through our website and social media.
- Make available our conference room for related meetings and activities.
- Participation in advisory group programs.

An estimated 100 hours of in-kind staff and volunteer time will be provided annually. This would have an estimated value of \$7,000 over the next two years.

The Spokane Sports Commission welcomes the opportunity to support your efforts to retain EPA funding for remediation costs. We stand ready to assist.

SPOKANE SPORTS COMMISSION

A handwritten signature in black ink, appearing to read "Eric Sawyer".

Eric Sawyer  
President / CEO

714 N Iron Bridge Way, Suite 202  
Spokane, Washington 99202  
509.456.5812



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

December 16, 2016

City of Spokane  
Planning & Development Department  
Attn: Teri Stripes  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3316

Dear Ms. Stripes:

The YMCA of the Inland Northwest is writing this letter of commitment in support of the City of Spokane's efforts to obtain three U.S. EPA Brownfields Cleanup Grants during the FY2017 grant competition. Over the past few years the City has invested significant resources towards the revitalization of Riverfront Park, which is now poised to breathe new life into the heart of the City. With construction activities underway in several areas of the 100-acre property, significant cleanup grant funding is needed to address widespread soil impacts related to historic industrial uses.

As our community's oldest not-for-profit we have been delivering on our promise to strengthen the foundations of our community in the over 130 years we have been a part of the Spokane area. Our commitment to invest in our youth by nurturing their full potential, to improve our community's health and well-being, and to give back to and support our neighbors demonstrates our continued interest in seeing our community grow and thrive. By serving every age segment of our region, on any given day we will serve those from the youngest among us (four weeks old) to those who have seen many, many days and years. Our programs reflect this full-life span of service from infant and toddler childcare to Active Older Adult programs, and everything in between. For over 40 years the Downtown YMCA of the Inland Northwest was located within Riverfront Park. This gave us unparalleled access to all the resources the park could offer for our program participants. Be it sledding in the winter, to young ones frolicking on the play equipment or playing games on the field, the park was simply an extension of the YMCA.

For over 40 years the Downtown YMCA of the Inland Northwest was located within Riverfront Park. Our Summer Day Camp program has used and enjoyed the use of Riverfront Park for many years and hopes to continue to do so in the future.

The YMCA of the Inland Northwest pledges to assist the project with successful implementation in one or more of the following ways:

**YMCA OF THE INLAND NORTHWEST**

Corporate | Camp Reed | RSVP

1126 N Monroe, Spokane WA 99201

P 509 777 9622 F 509 343 4096 [ymcaspokane.org](http://ymcaspokane.org)

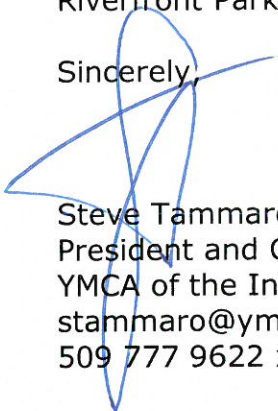


- Relevant information on the grant program can be distributed via member communications through notices or articles in our newsletter, on our website, and/or through social media.
- In-kind contributions may be one or more members and/or staff of the YMCA of the Inland Northwest may agree to participate in a brownfield advisory committee. It is our understanding that the City intends to host brownfields advisory committee meetings at a minimum of two times per year, over the two-year grant period, including a post-grant award kick-off meeting, a site inventory meeting, remedial action meeting(s) and redevelopment meeting(s), for a total of at least six meetings.
  - Such in-kind contributions are conservatively estimated at 20 hours per year of staff time to distribute information, prepare and attend the brownfields advisory committee meetings, and otherwise participate in the grant implementation process. With an estimate of \$35/hour, and over the two-year grant period, this amounts to an estimated contribution value of  $(20 \times 35 \times 2) = \$1,400$ .

Riverfront Park sets Spokane among a small set of communities with a magnificent river and park in the heart of downtown activity. It connects both sides of our community, north and south, and provides wonderful recreational opportunities. The large gatherings for holiday celebrations, parades, festivals and sporting events are a perfect match for this community treasure. Additional features and facilities will likely continue to draw a broad segment of our overall community to the downtown core of Spokane.

The YMCA of the Inland Northwest looks forward to continuing our long and successful partnership with the City and Spokane in revitalizing and transforming Riverfront Park.

Sincerely,



Steve Tammaro  
President and CEO  
YMCA of the Inland Northwest  
stammaro@ymcaspokane.org  
509 777 9622 x 420

# **ATTACHMENT C**

## **Threshold Documentation**

## ATTACHMENT C – Riverfront Park – Loeff Carousel

### THRESHOLD CRITERIA FOR BROWNFIELDS CLEANUP GRANTS

#### 1. Applicant Eligibility

The City of Spokane (City), Washington is a “general purpose unit of local government” as that term is defined under 2 Code of Federal Regulations (CFR) 200.64 and therefore meets the applicant eligibility requirements.

#### 2. Site Ownership

The City is the sole owner of the property. The title is fee simple. The parcels forming the site were donated to the City in 1972 by the Union Pacific Railroad Company and Burlington Northern Inc.

#### 3. Basic Site Information

- (a) *Name of Site:* Riverfront Park – Havermale Island (Ice Rink and SkyRide area)
- (b) *Site Address:* 610 West Spokane Boulevard, Spokane, WA 99201
- (c) *Current Owner:* City of Spokane
- (d) *If not the current owner, the date you plan to acquire ownership of the site:* Not applicable, applicant is the owner of the property.

The site is approximately 1.68 acres and is assigned an address of 610 West Spokane Boulevard in the City of Spokane (the City, Figures 1 and 2). The tax parcel was one of many donated to the City by the Union Pacific Railroad following several years of complex negotiations that began in the late 1960s and culminated in the relocation of multiple rail lines and rail yards owned by the Union Pacific Railroad and Burlington Northern railroads to new locations. Properties owned by the Union Pacific Railroad Company and Burlington Northern, including the historical parcel forming the project site, were among several dozen parcels acquired by the City for creation of the 43-acre Riverfront Park, which served during its first year as the site for Expo 74 – the world’s fair hosted by Spokane in 1974. Enhancements to the Loeff Carousel are a key component of the planned 64.3 million revitalization of Riverfront Park. This icon, built in 1909, needs to be preserved for future generations. The building in which it is housed, is in dire need of modernizations. The new Loeff Carousel building will offer a climate controlled environment to protect the wood carvings of the carousel and a more intimate relationship between the Spokane River and the Carousel riders. In addition, the new building will include larger spaces for community and private gatherings.

The site is formed of the historical parcel as summarized below:

Parcel Reference Letter	Primary Past Owner	Land Area (acres)	Date Acquired by City
Q	Union Pacific Railroad Company	1.68	5/31/1972

#### 4. Status and History of Contamination at the Site

Identify:

- (a) *Whether this site is contaminated by petroleum or hazardous substances:*

Hazardous substances have contaminated the site, predominantly metals (arsenic and lead) and carcinogenic polycyclic aromatic hydrocarbons (cPAHs). The cPAHs may be attributed to historical spills at the site and the Great Fire of 1889 that destroyed 30 blocks of the central business district. Based on a map<sup>1</sup> showing the extent of the Great Fire, the Property was within the area ravaged by the fire.

<sup>1</sup> <http://spokanehistorical.org/items/show/356>

(b) *The operational history and current use(s) of the site:*

Development in the general area of the site began in the late 1870s. The Spokane Falls were a source of power for industries in the nascent City. The power of the falls attracted lumber mills and flour mills to the area in the early 1880s. Commercial, industrial and railroad development followed in the early-1880s. Between 1884 and 1889, the property is shown to contain numerous shops and commercial businesses. In the 1890 Sanborn Map, after the Great Fire, the property is shown to be vacant and in 1891 to have been re-platted and labeled to contain two stone foundations. In 1902, the property contained buildings for City Hall, Police and Fire Departments including the City Jail<sup>2</sup>. In the 1910 Sanborn Map, the remainder of the parcel surrounding the City buildings was developed with commercial shops and businesses. The construction of the Union Pacific Passenger Depot in 1914 significantly altered the area along the south bank of the Spokane River. Construction of the depot was conducted under a shroud of secrecy to keep their rivals at the Great Northern Railway at bay until construction was completed<sup>3</sup>. To make way for the depot, the City Hall, Police and Fire Department buildings were demolished with less than 20 years of service<sup>4</sup>. By 1950, the parcel was shown to contain overhead railroad trestles belonging to the Union Pacific Railway. The property remained in that configuration until 1972 when the tracks were removed to make way for the 1974 World's Fair. As shown on the 1980 Sanborn, the parcel is currently home to the Loeff Carousal, which was constructed in 1909 and brought to the Park in 1975. The Carousal alone draws over 500,000 visitors to the Park annually.

(c) *Environmental concerns, if known, at the site:*

In June of 2016, GeoEngineers conducted a geotechnical engineering and environmental site assessment in the proposed area of the Ice Rink and SkyRide facility on an adjacent parcel to the west of the Property. Because this adjacent parcel is proximate to the Property and generally had the same historical uses it is included in this discussion because soil conditions on the Property are likely similar in nature. The scope of work included the advancement of 16 hollow-stem auger borings and the collection of soil samples for both geotechnical and chemical laboratory testing. Based on the investigation, an upper layer of organic topsoil is underlain by fill. The analytical results indicate that soil at the site contains arsenic, chromium, lead, cPAHs at concentrations greater than the Model Toxics Control Act (MTCA) Method A Unrestricted Land Use cleanup level. Lube oil range petroleum hydrocarbons were detected in one soil sample at a concentration greater than the MTCA Method A Unrestricted Land Use cleanup level. Because the land uses were similar and the proximity to the property parcel it is assumed contaminants are similar to those found on Ice Ribbon and SkyRide facility parcel. The measured concentrations are generally below the cleanup standards that would apply to the site if still in use as a railroad facility. Therefore, the need for environmental cleanup is driven primarily by the direct contact exposure pathway and the change in land use by the City from industrial to recreational. Other anticipated environmental cleanup costs are associated with the need to manage contaminated materials that will be excavated for construction purposes.

(d) *How the site became contaminated, and to the extent possible, describe the nature and extent of the contamination:*

Although some of the contaminants at the site are consistent with those frequently encountered on properties in use by railroad operations, the contaminants are also consistent with those occurring in urban areas subject to filling in the 1800s. In addition, the railroad tracks were located on an elevated platform. Therefore, it is uncertain whether any of the contamination present at the site can be directly linked to activities by the former owners. Regardless,

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<sup>2</sup> <http://www.historicspokane.org/wp-content/uploads/2016/06/City-Hall-1914.jpg>

<sup>3</sup> <http://www.historicspokane.org/wp-content/uploads/2016/08/construction-union-depot.jpg>

<sup>4</sup> <http://www.historicspokane.org/riverfront-park-history-1910>



anticipated cleanup costs are the result of the need to manage contaminated soil for the purpose of redevelopment as well as the conversion in land use that occurred following acquisition by the City (from industrial to recreational). Therefore, we believe that there are no known parties that have liability for addressing the recently discovered contamination at the site. A new building to house the Loeff Carousal is planned for this portion of the site. Concerns about these contaminants include construction worker exposure to the soils, plant uptake, and migration of contaminants to environmentally sensitive areas via surface water runoff.

Based on the June 2016 GeoEngineers geotechnical engineering and environmental site assessment for adjacent parcel to the west (where the Ice Ribbon and SkyRide facility are located) indicate that shallow granular fill from approximately 2.5 to 5 feet below ground surface is impacted with metals and PAHs. The fill layer appears to extend across the entirety of the subject property. The site has been entered into the Washington State Department of Ecology Voluntary Cleanup Program (VCP) with site Identification Number EA0318. The Ecology project manager is Sandra Treccani.

## **5. Brownfields Site Definition**

Affirm that the site is:

(a) *Not listed or proposed for listing on the National Priorities List.*

The site is not currently, nor has it ever been listed or proposed for listing on the National Priorities List.

(b) *Not subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA.*

The site is not currently, nor has it ever been subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decrees issued to or entered into by parties under CERCLA.

(c) *Not subject to the jurisdiction, custody, or control of the U.S. government.*

The site is not currently, nor has it ever been subject to the jurisdiction, custody or control of the United States Government.

## **6. Environmental Assessment Required for Cleanup Proposals**

A Phase I Environmental Site Assessment (ESA) and report for the was completed by GeoEngineers on October 7, 2014. A geotechnical engineering investigation and environmental site assessment report entitled “*Phase II Environmental Site Assessment, Riverfront Park Ice Ribbon and Skyride Facility, Spokane, Washington,*” was completed by GeoEngineers on June 7, 2016 for an adjacent parcel to the west. The reports are summarized above. The site has been entered into the Ecology VCP with site Identification Number EA0318. The Ecology project manager is Sandra Treccani.

## **7. Environmental Assessment Required for Cleanup Proposals**

No enforcement actions are known or anticipated for this brownfield site. There have been no inquiries, or orders from federal, state, or local government entities that the applicant is aware of regarding the responsibility of any party (including the applicant) for the contamination, or hazardous substances at the site, including any liens.

## **8. Sites Requiring a Property-Specific Determination**

The subject property does not require a property-specific determination in order to be eligible for funding.

## **9. Site Eligibility and Property Ownership Eligibility**

(a) Property Ownership Eligibility – Hazardous Substance Sites

The applicant affirms, as described below, that they have complied with all of the bona fide prospective purchaser protection (BFPP).

- i. *All disposal of hazardous substances at the site occurred before the person acquired the site.*

Disposal of hazardous substances at the site occurred before the City acquired the property.

- ii. *The owner must not be liable in any way for contamination at the site or affiliated with a responsible party. Affiliations include familial, contractual, financial, or corporate relationships that are the result of a reorganization of a business entity with potential liability.*

The applicant and property owner affirm they are not liable in any way for contamination at the site or affiliated with a responsible party.

- iii. *The owner must have conducted all appropriate inquiries (AAI) prior to acquiring the property. AAI, typically met by conducting a Phase I environmental site assessment using the ASTM E1527-13 standard practice, must be conducted or updated within one year prior to the date the property is acquired (i.e., the date on which the entity takes title to the property). In addition, certain aspects of the AAI or Phase I site assessment must be updated, prior to property acquisition, if the activities were conducted more than six months prior to the date of acquisition. The owner must take appropriate care regarding any hazardous substances found at the site, including preventing future releases and exposures to hazardous substances on the site.*

The City and the Expo '74 Commission were deeply committed to the environmental theme of the Expo 74'. According to a June 9, 1975 interview<sup>5</sup> with Mr. King Cole, the Expo 74's Commission "prepaid the first environmental impact statement<sup>6</sup> (EIS) of any exposition and the first one that had ever been submitted to the Department of Commerce. According to Mr. Cole, the EIS was well received and reportedly cited by many federal agencies including the EPA.

In addition, the City completed a comparable AAI in the 1970s prior to purchasing the Site, as Phase I Environmental Site Assessment were not the standard practice during that time period. Site preparation work for Expo 74 which included Havermale Island was conducted in 1972-74 as part of a project titled "Central City Riverfront Park." Twenty-five (25%) of the total project costs (estimated at \$3.8 million) were paid for by a grant from the Outdoor Recreation Account of the General Fund of the State of Washington (Project No. 73-019D) under a contract executed between the City and the State of Washington on October 10, 1972. Fifty percent (50%) of project funding was secured from a grant from the U.S. Dept. of Housing and Urban Development (HUD) under the open-space land program (Title VII, Housing Act of 1961, as amended). Twenty-five percent (25%) of funding was generated from local sources. The use of HUD funding obligated the City to perform two independent appraisals on all parcels acquired through either purchase or donation. The appraised value of donated parcels was one means by which the City met the local match requirements for the projects.

- iv. *The owner must provide all legally required notices and cooperate with authorized response persons in the event of discovery or release of any hazardous substances at the site.*

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<sup>5</sup><http://www.washington.edu/uwired/outreach/cspn/Website/Classroom%20Materials/Curriculum%20Packets/Building%20Nature/Documents/74.html>

<sup>6</sup><http://www.washington.edu/uwired/outreach/cspn/Website/Classroom%20Materials/Curriculum%20Packets/Building%20Nature/Documents/71.html>

The applicant and owner affirm to provide all legally required notices and cooperate with authorized response persons in the event of discovery or release of any hazardous substances at the site.

- v. *The owner must comply with any land-use restrictions associated with response actions at the site.*

The applicant and owner affirm to comply with any land-use restrictions associated with response actions at the site.

**(1) CERCLA §107 Liability**

The City is not potentially liable for contamination at the site under CERCLA §107 and has bonafide prospective purchaser protection (BPPP) as documented below.

**(2) Information on Liability and Defenses/Protections**

**(a) Information on the Property Acquisition**

- i) *How you acquired or will acquire ownership*

The property was donated to the City. According to History Link: “*In Spokane, Expo backers and City officials pulled off a crucial coup: They convinced the city's three railroads to move. The Union Pacific, Milwaukee Road, and Burlington Northern donated 17 acres of land to the city, worth many millions, and consolidated their routes to tracks away from downtown. It took many months of tense negotiations, and a series of complex land swaps*” (<http://www.historylink.org/File/10791>).

- ii) *The date you acquired the property*

May 31, 1972

- iii) *The nature of your ownership*

The type of ownership is fee simple.

- iv) *The name and identity of the party from whom you acquired ownership*

The property was donated to the City by the Union Pacific Railroad Company.

- v) *All familial, contractual, corporate, or financial relationships or affiliations you have or had with all prior owners or operators (or other potentially responsible parties) of the property (including the person or entity from which you acquired the property)*

The City has no known familial, contractual, corporate or financial relationships or affiliations with any prior owner or operator of the Site, or any potentially responsible parties.

**(b) Timing and/or Contribution Toward Hazardous Substances Disposal**

Disposal of all hazardous substances at the site occurred before the applicant acquired the property. Further the applicant did not cause or contribute to any release of hazardous substances at the site. Additionally, the applicant affirms they have not, at any time, arranged for the disposal or hazardous substances at the site or transported hazardous substances to the site.

**(c) Pre-purchase Inquiry**

- i) *The types of site assessments performed (e.g., ASTM Phase I), the dates of each assessment, and the entity for which they were performed*

In the early 1970s, the applicant completed an equivalent due diligence investigation prior to acquisition of the property. See section 9 (iii) above. The assessments were completed on behalf of the Expo Commission which was created by Washington State Legislature in

March of 1971 (HistoryLink.org). The assessments started in 1971 and continued until the City and Commission successfully negotiated to have the property donated in May of 1972.

ii) *Who performed the AAI investigation or Phase I environmental site assessments and identify his/her qualifications to perform such work*

A comparable AAI was initiated and led by The Expo Commission which was tasked with acquiring property around the Spokane Falls area so that the City of Spokane could host the 1974 World's Fair.

iii) *If your original AAI investigation or Phase I environmental site assessment was conducted more than 180 days prior to the date you acquired the property, affirm that you conducted the appropriate updates in the original assessment within 180 days prior to your acquisition of the property in order to take advantage of the bona fide prospective purchaser, innocent landowner, or contiguous property owner provision.*

The City engaged in lengthy negotiations with the railroads beginning in the late 1960's through 1972. As a result, the City's assessment of the property was continually updated as they negotiated to swap land with the railroads.

Property purchased before May 31, 1997 With respect to property purchased before May 31, 1997, in making a determination with respect to a defendant described in clause (i), a court shall take into account:

(aa) *Any specialized knowledge or experience on the part of the defendant;*



The Spokane Historical website includes a map with the extent of the Great Fire of 1889 that destroyed over 30 blocks of downtown Spokane. Based on the extent of the Great Fire and historical Sanborn Maps, all of the property structures were destroyed. From 1914 when the Union Depot was constructed until 1972 the property remained similar to the photograph on the left. The blue arrow shows the Property location. The Union Pacific depot is the large building to the right of the Property.

(bb) *The relationship of the purchase price to the value of the property, if the property was not contaminated;*

As indicated in Section 9(a)(2)(i) above, the property was donated to the City. The strategy behind the land donation was explained in letter from Mr. King Cole, Director of "Expo 74" dated May 25, 1971. The letter reads, in part; "One approach that appears logical and advantageous to all parties is to have the railroads donate these acreages to "Expo 74" to be used in connection with the fair. In exchange for use of these acreages, "Expo 74" would undertake the expense of track removal, land clearance, site improvements, etc. Hence, after the fair ends, the railroads would have sites suitable for higher use development and, consequently, more valuable land. The foregoing approach is intended to give the railroads a financial incentive to donate certain land on the basis of the added value to the residual land for reuse development following the completion of "Expo 74" in comparison with the value under existing conditions.<sup>7</sup>

(cc) *Commonly known or reasonably ascertainable information about the property;*

In 1914, an elevated railway track belonging to the Union Pacific Railroad extended across the southeast corner of the site.

<sup>7</sup><http://www.washington.edu/uwired/outreach/cspn/Website/Classroom%20Materials/Curriculum%20Packets/Building%20Nature/Documents/70.html>

*(dd) The obviousness of the presence or likely presence of contamination at the property;*

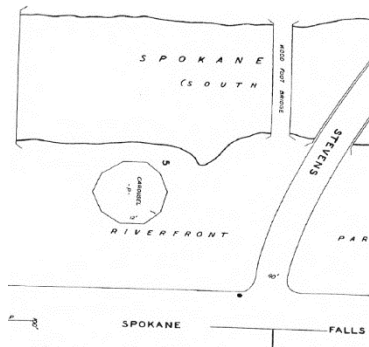
At the time of acquisition 1972, the Site was vacant and used as a parking lot with elevated Union Railroad Track extending across the property. Surficial contamination would have been obvious during construction of the World's Fair, however impacted soil greater than 3 feet below ground surface would have been difficult to detect.

*(ee) The ability of the defendant to detect the contamination by appropriate inspection*

The City would have been able to identify surficial oil staining at the property; however impacted soil at depths greater than 3 feet below ground surface would have been difficult to detect, expecting during construction of the World's Fair.

**(d) Post-Acquisition Uses**

*Describe all uses to which the property has been put since you acquired ownership through the present, including any uses by persons, or entities other than you. Please provide a timeline with the names of all current and prior users during the time of your ownership; the dates of all uses; the details of each use, including the rights or other reason pursuant to which the use was claimed or taken (e.g., lease, license, trespass); and your relationship to the current and prior users.*



By November 7, 1972, within six months of acquiring the property the elevated railroad tracks were demolished. Subsequently, the City began construction of buildings and exhibits for the 1974 World's Fair. The property has remained part of Riverfront Park since its acquisition in 1972 and has not been used by any other person or entity, other than the application. In the 1980 Sanborn Map, shown to the left, the property is part of Riverfront Park and contains the Looft Carousel, similar to the present day.

**(e) Continuing Obligations**

*Describe in detail the specific appropriate care that you exercised with respect to hazardous substances found at the site by taking reasonable steps to:*

*i) Stop any continuing releases;*

To mitigate the potential for any continuing releases the City, within six months' time of acquiring the property, demolished existing railroad trestles and site features.

*ii) Prevent any threatened future release; and*

The City prohibited the storage and use of hazardous chemicals at the park thereby preventing future releases.

*iii) Prevent or limit exposure to any previously released hazardous substance.*

The property was converted to a park for the benefit of the general public, thereby limiting the future uses of the property. Park rules prohibit littering or dumping of any household or yard material or substances at the Park.

Please confirm your commitment to:

*iv) Comply with all land-use restrictions and institutional controls;*

The City confirms its commitment to comply with all land use restrictions and institutional controls.

*v) Assist and cooperate with those performing the cleanup and provide access to the property;*

The City confirms its commitment to assist and cooperate with those performing the cleanup and provide access to the property.

- vi) *Comply with all information requests and administrative subpoenas that have or may be issued in connection with the property; and*

The City confirms its commitment to comply with all comply with all information requests and administrative subpoenas that have or may be issued in connection with the Property.

- vii) *Provide all legally required notices.*

The City confirms its commitment to comply with all comply with all legally required notices.

## **10. Cleanup Authority and Oversight Structure**

- (a) *Describe how you will oversee the cleanup at the Site*

The Property has been entered into the Ecology VCP program and been assigned project number EA0318 and will be managed under Project Manager Sandra Treccani ([satr461@ecy.wa.gov](mailto:satr461@ecy.wa.gov)).

- (b) *Cleanup response activities often impact adjacent or neighboring properties. For example, access to neighboring properties may be necessary to conduct the cleanup, perform confirmation sampling, or monitor offsite migration of contamination. If this type of access is needed, provide your plan to acquire access to the relevant property(ies).*

Access to neighboring properties will not be required because remedial actions will be performed within the Riverfront Park property boundary.

## **11. Statutory Cost Share**

- (a) *Demonstrate how you will meet the required cost share, including the sources of the funding or services, as required for this cleanup grant.*

The applicant currently plans to meet the required cost share component with in-kind services in the form of labor to manage and implement the grant. Other sources may be utilized including private and public funds as available.

- (b) *If you are requesting a hardship waiver of the cost share, provide an explanation for the basis of your request as part of your proposal*

The applicant is not requesting a hardship waiver.

## **12. Community Notification**

Attach to the proposal:

- (a) *A copy of the draft ABCA;*

A Draft ABCA is attached.

- (b) *A copy of the ad (or equivalent) that demonstrates notification to the public and solicitation for comments on the proposal(s);*

A copy of the advertisement posted in the Spokesman Review on December 8, 2016 is attached.

- (c) *The comments or a summary of the comments received;*

No comments have been received at this time.

- (d) *Your response to the public comments; and*

No public comments have been received at this time.

(e) *Meeting notes or summary from the public meeting(s).*

There were no participants during the public meeting.

# **ATTACHMENT D**

## **Draft Analysis of Brownfield Cleanup Alternatives**



**Analysis of Brownfield  
Cleanup Alternatives (ABCA)  
for Riverfront Park, Target Area  
A, South Bank – Loeff Carousel**

Riverfront Park Redevelopment  
Project  
Riverfront Park  
Target Area A, South Bank – Loeff  
Carousel  
Spokane, Washington



Prepared for:  
City of Spokane  
Contact: Teri Stripes

Prepared by:  
Stantec Consulting Services  
11130 NE33rd Place, Suite 200  
Bellevue, Washington 98004

Project No: 1857750399

**December 22, 2016**

## Sign-off Sheet

This document entitled Analysis of Brownfield Cleanup Alternatives (ABCA) for Riverfront Park, Target Area A, South Bank – Looft Carousel was prepared by Stantec Consulting Services Inc. ("Stantec") for the account of The City of Spokane (the "Client"). Any reliance on this document by any third party is strictly prohibited. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that Stantec shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party as a result of decisions made or actions taken based on this document.

Prepared by DRAFT  
(signature)

**Cyrus Gorman, LG**

Reviewed by DRAFT  
(signature)

**Chris Gdak, PE**

**ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL**

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# ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL

## Abbreviations

COC	Constituent of Concern
CY	Cubic yards
ESA	Environmental Site Assessment
HAZWOPER	Hazardous Waste Operations and Emergency Response
MTCA	Model Toxics Control Act
PAH	Polycyclic Aromatic Hydrocarbons
RCRA	Resource Recovery Conservation Act
USEPA	United States Environmental Protection Agency
WAC	Washington Administrative Code

# **ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL**

Introduction and history  
December 22, 2016

## **1.0 INTRODUCTION AND HISTORY**

The City of Spokane (City) has developed a draft proposal to submit to the United States Environmental Protection Agency (USEPA) requesting a \$200,000 grant to fund soil cleanup activities at Riverfront Park, a brownfield property.

Riverfront Park located at 610 West Spokane Falls Boulevard in the heart of Spokane, Washington occupies approximately 100 acres of land and water with a rich and varied history. Spokane Falls and the surrounding land has long been a gathering place for people. Native Americans gathered and fished at the falls and in the late 1800's, pioneers settled here and started the city of Spokane then known as Spokane Falls. The railroad industry fueled the city's growth and rail yards covered Havermale Island, the present site of Riverfront Park.

With the steady decline of the railroad in the 1950s, the area around Spokane Falls began to degrade and the City pondered how to revitalize the area. The City's response was to host Exposition '74, "The World's Fair." In preparation for Expo '74, the Spokane River was cleaned up, the rail yards were removed, and the Great Northern Railroad Depot on Havermale Island was demolished. The Clock tower is the only vestige of the once famous 1902 Great Northern Depot.

Now, over 40 years after its creation following Expo '74, an extensive revitalization and rehabilitation effort is underway by the City of Spokane's Parks and Recreation Department (Parks Department) to bring new life to this local landmark. This grant is for a portion of the South Bank Area of Riverfront Park identified on Figure 1. Figure 2 shows the historical parcel identified as Q (the "Property").

Because of the industrial uses of the area now comprising much of the park, impacted soils have been encountered during these revitalizing projects. The fund requested through this grant would help offset the disposal costs for impacted soil during construction activities and facilitate revitalization of Riverfront Park.

## **2.0 ENVIRONMENTAL BACKGROUND**

This analysis of The following section provides a summary of the environmental background of Riverfront Park.



# **ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL**

Environmental Background  
December 22, 2016

## **2.1 PHASE I ENVIRONMENTAL SITE ASSESSMENT**

GeoEngineers completed a Phase I Environmental Site Assessment (ESA) in October of 2014 at Riverfront Park on behalf of the City of Spokane. The Phase I ESA identified historical occupants of the Property as RECs, including railroads, auto service stations and various types of mills and factories to name a few. The report indicates that large amount of fill was imported and used throughout the Park for construction of the 1974 World's Fair. The exact amount of fill is unknown. A portion of the fill was sourced from Havermale Island and area west of Monroe Street near the courthouse.

## **2.2 2016 GEOTECHNICAL ENGINEERING EVALUATION AND ENVIRONMENTAL SITE ASSESSMENT**

In June of 2016, GeoEngineers conducted a geotechnical engineering and environmental site assessment for an adjacent Riverfront Park parcel to the west of the Property, (Figure 1). The purpose of the investigation was to characterize soil prior to the planned construction of an Ice Rink and SkyRide Facility and to identify potential contaminants. Because this adjacent parcel is proximate to the Property and generally had the same historically uses it is included in this discussion because soil conditions on the Property are likely to be similar in nature. The scope of work included the advancement of 16 hollow-stem auger borings and the collection of soil samples for both geotechnical and chemical laboratory testing. During this investigation groundwater was encountered in only two of the borings, B-5 and B-17 at depths of approximately 6 feet bgs. Groundwater was not encountered consistently across the site due to the proximity of the Spokane River and varying depths to bedrock. Because groundwater is not expected to be encountered it will not need to be manage during construction activities.

Based on the investigation, an upper layer of organic topsoil is underlain by 5 to 10 inches of fill soils consisting of loose to medium dense sand and gravel with variable silt and cobble content. The analytical results indicate that soil samples from borings B-5, B-7, B-11, B-13, B-14, and B-18 contain arsenic, chromium, lead, cPAHs at concentrations greater than the Model Toxics Control Act (MTCA) Method A Unrestricted Land Use cleanup level. Lube oil range petroleum hydrocarbons were also detected in one soil sample at a concentration above the MTCA Method A Unrestricted Land Use Cleanup Level. The measured concentrations are generally below the cleanup standards that would apply to the site if still in use as a railroad facility. Therefore, the need for



## **ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL**

applicable regulations and cleanup standard  
December 22, 2016

environmental cleanup is driven primarily by the direct contact exposure pathway and the change in land use by the City from industrial to recreational. Other anticipated environmental cleanup costs are associated with the need to manage contaminated materials that will be excavated for construction purposes. Although some of the contaminants at the site are consistent with those frequently encountered on properties in use by railroad operations, the contaminants are also consistent with those occurring in urban areas subject to filling in the 1800s. In addition, the railroad tracks were located on an elevated platform. Therefore, it is uncertain whether any of the contamination present at the site can be directly linked to activities by the former owners. Regardless, anticipated cleanup costs are the result of the need to manage contaminated soil for the purpose of redevelopment as well as the conversion in land use that occurred following acquisition by the City (from industrial to recreational).

GeoEngineers concluded that in their opinion the subsurface conditions across the Site should be considered impacted and/or contaminated with COCs to a depth of approximately 3 feet bgs which include metals, cPAHs and lube oil range petroleum Metals concentrations greater than the background concentrations have been used to characterize soil as impacted.

### **3.0 APPLICABLE REGULATIONS AND CLEANUP STANDARD**

Relevant regulations and cleanup standards are identified below:

- Model Toxics Control Act (MTCA) Method A Soil Cleanup Levels for Unrestricted Land Uses.
- Spokane Basin Background Metals Concentrations (San Juan 1994).
- Washington Administrative Code Dangerous Waste Regulations Chapter 173-303.

As outlined in the Soil Management Plan for Riverfront Park (GenEngineers 2016), three soil handling categories were developed to guide the City and the City's contractors during soil excavation and stockpile management activities. Use of these categories and protocols is predicated on subsurface soil within each project area being adequately characterized and extents of each soil category sufficiently delineated. Based on the data collected from previous investigations COCs in soil have been characterized and delineated.

## ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL

applicable regulations and cleanup standard  
December 22, 2016

**Table 1- Cleanup Criteria for Unrestricted Land Uses**

Analytical Parameter	Constituent	MTCA Method A Cleanup Level (milligrams per kilogram[mg/kg])
Total Petroleum Hydrocarbons	1. Gasoline Range Organics 2. Diesel Range Organics 3. Residual Range Organics	1. 100 <sup>1</sup> 2. 2,000 3. 2,000
Metals	4. Arsenic 5. Barium 6. Cadmium 7. Chromium 8. Lead 9. Silver 10. Selenium 11. Mercury 12. Benzo(A)pyrene	4. 20 5. NE 6. 2 7. 2,000 8. 250 9. NE 10. NE 11. 2 12. 0.1
Polycyclic Aromatic Hydrocarbons	13. Naphthalene 14. cPAHs Toxic Equivalency	13. 5 14. 0.1 <sup>2</sup>

Notes:

1 Cleanup level for total naphthalenes (naphthalene, 1-methylnaphthalene, and 2-methylnaphthalene)

2 Toxic equivalency for carcinogenic poly aromatic hydrocarbons (cPAHs) calculated using the toxic equivalency factors found in MTCA Table 708-2.

mg/kg = milligrams per kilogram; NE = Not Established

**Table 2 - 90<sup>th</sup> Percentile Spokane Basin Background Soil Concentrations**

Metal	Spokane Basin Background Concentration, 90th Percentile (mg/kg)	MTCA Method A Cleanup Level (mg/kg)
1. Arsenic 2. Cadmium 3. Chromium 4. Lead 5. Mercury	1. 9.34 2. 0.7 3. 17.8 4. 14.9 5. 0.02	1. 18.7 2. 1.4 3. 35.6 4. 29.8 5. 0.04

### 3.1.1 Contaminated Soil

For the purposes of soil handling for the Redevelopment Project, soil is considered “contaminated” if:

- Contaminant concentrations for any analyte exceed MTCA Method A for Unrestricted Land Use cleanup criteria;
- Contaminant concentrations meet or exceed dangerous waste and dangerous waste source criteria as defined in WAC 173-303;
- Toxicity characteristic leaching procedure results exceed Resource Conservation and Recovery Act regulatory levels; or





## **ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL**

Evaluation of cleanup alternatives  
December 22, 2016

- Physical evidence of contamination (sheen, odor, staining) is observed, unless additional chemical analysis is performed to further categorize the soil.

### **3.1.2 Impacted Soil**

Soil is considered "impacted" if:

- Petroleum compound and PAH concentrations for any analyte exceed laboratory reporting limits but are less than the respective MTCA Method A Cleanup Criteria for Unrestricted Land Use; or
- Metal concentrations exceed the laboratory reporting limits and twice the established 90th percentile Spokane Basin Background Concentration, but are less than the respective MTCA Method A Cleanup Criteria for Unrestricted Land Use.

### **3.1.3 Clean Soil**

Soil is considered "Clean" if:

- Contaminants are not detected for any analyte at concentrations that exceed the respective method reporting limit (method reporting limits for non-detect analytes must be less than applicable MTCA Method A cleanup levels for unrestricted land use for soil to be considered "clean");
- Metal concentrations do not exceed twice the established 90th percentile Spokane Basin Background Concentrations;
- Physical evidence of contamination (sheen, odor or staining) is not observed; and
- Clean Soil includes soil where COCs are not detected or COC concentrations were detected at concentrations that represent background conditions. There are no special handling or end-use requirements for this soil.

## **4.0 EVALUATION OF CLEANUP ALTERNATIVES**

The Parks department has implement several strategies to reduce the costs of managing and disposing of contaminated soil. To minimize the excavation and disturbance of contaminated soil the grades were intentionally raised for structures from 36 inches to 24 inches. A basement planned for the Louff Carousel building was removed from the design plans to mitigate excavation of contaminated soil identified in that portion of the Property. To address impacted and contaminated soil at the Property, three different alternatives were considered including



## **ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL**

Evaluation of cleanup alternatives  
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Alternative #1: No Action, Alternative #2 Reuse of Soil and Engineered Barriers and Alternative #3 Off-Site Disposal of All Excavated Soils.

### **4.1 ALTERNATIVE #1 – NO ACTION**

This alternative would leave in place soil with contaminant concentrations exceeding the cleanup levels.

### **4.2 ALTERNATIVE #2 – REUSE OF SOIL AND ENGINEERED BARRIERS**

This alternative includes segregating impacted/contaminated soil from clean soil during the construction of the Loeff Carousel building and stockpiling the soil for reuse in the Park. It is estimated that approximately 3,200 cubic yards (CY) would be moved to a designated stockpile area. Based on the approved Soil Management Plan, excavated soils from the proposed building footprint, utility corridors and drainage swales meet the criteria for reuse on site. As confirmation, soil samples will be collected during construction for characterization purposes. Those soils that do meet the criteria for reuse onsite, as outline in the Soil Management Plan will be hauled offsite for disposal at \$85/ton. Material designated for stockpiling will be manually screened and only the material 4-inches diameter or smaller should be stockpiled. The stockpiled impacted/contaminated soil would then be brought to the repository via dump truck. It is estimated that approximately 1,500 CY of clean "imported" soil would be brought onsite and used to create a 1 to 2-foot cap over the impacted/contaminated and covered with geotextile fabric to eliminate the direct contact risk. The location of impacted and contaminated soil will be recorded in a Park maintenance plan and recorded in an environmental covenant. At present the City has not identified a potential location for reuse of the impacted/contaminated soil generated during construction of the Loeff Carousel Building.

### **4.3 ALTERNATIVE #3 – OFF-SITE DISPOSAL OF ALL EXCAVATED SOILS**

This alternative includes directly loading approximately 3,200 CY of excavated impacted/contaminated soil for off-site disposal instead of staging and segregating it into clean and impacted/contaminated stockpiles. The excavated areas would be backfilled with approximately 1,500 CY of clean fill to prevent direct contact or leaching from infiltration of precipitation.



# ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL

Evaluation of Cleanup Alternatives  
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## 5.0 EVALUATION OF CLEANUP ALTERNATIVES

Potential cleanup alternatives were evaluated based on the following criteria: effectiveness, implementation feasibility, remedial costs, and general reasonableness.

### 5.1 ALTERNATIVE #1 – NO ACTION

Effectiveness – The No Action Alternative is not effective because it does nothing to address the toxicity, mobility, or volume of contamination on site. It also constrains and potentially eliminates the redevelopment areas within Riverfront Park.

Implementation Feasibility – This alternative is easily implemented.

Remedial Costs – There is no cost for this alternative.

General Reasonableness – This alternative provides no long-term management of the site's impacted and contaminated soil and effectively prohibits site development. As a result, this is not a reasonable cleanup option.

### 5.2 ALTERNATIVE #2 – REUSE OF SOIL AND ENGINEERED BARRIERS

Effectiveness – This alternative is an effective way to limit exposure and manage contaminated soils at the Property. An institutional control would need to be recorded to maintain the integrity of engineered barriers and eliminated the direct contact pathway for the public. This alternative effectively manages contaminated soils that require removal from the Site while retaining those soils that meet the criteria for reuse onsite.

Implementation Feasibility – This alternative will be moderately difficult to implement because it will require planning and coordination with redevelopment activities to limit exposure of approximately 3,200 cubic yards (CY) of impacted or contaminated soils reused onsite at the Park. Impacted or contaminated soils may be used as fill beneath paved parking surfaces or within landscaped areas and covered with geotextile fabric to prevent direct contact or leaching from infiltration of precipitation. The City will also need to identify areas of the Park where is cost effective to reuse these soils based on the planned redevelopment and construction activities.

Remedial Costs – Limited excavation with engineered barriers is the most cost-effective option as highlighted on Table 3. The total estimated costs for this alternative are approximately \$200,900



## **ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL**

recommended cleanup alternative  
December 22, 2016

dollars including premium wages for Hazardous Waste Operations and Emergency Response (HAZWOPER) certified contractors and consultant oversight.

General Reasonableness – This alternative provides good short term management of the site's contamination and facilitates site redevelopment. It does require a long term commitment to maintain the engineered barriers and recording institutional controls for the Property. The City would also need to identify a suitable location to reuse the impacted/contaminated soils.

### **5.3 ALTERNATIVE #3 – OFFSITE DISPOSAL OF ALL EXCAVATED SOIL**

Effectiveness – Comprehensive soil excavation and offsite disposal is a highly effective as it removes all hazardous and potentially hazardous substances and utilizes an approved off-site disposal facility for final disposition.

Implementation Feasibility – Implementation of this alternative is feasible, however it has the highest cost of the three remedial alternatives and requires importing the greatest quantity of clean backfill material.

Remedial Costs – This alternative has the highest cost, estimated at \$418,300 to dispose of 3,200 CY of impacted/contaminated soil at off-site disposal facility. The cost includes premium wages for HAZWOPER certified contractor's premium wages for and consultant oversight.

General Reasonableness – These alternative removes barriers to redevelopment enabling the City and Parks department to proceed with revitalization of the park.

## **6.0 RECOMMENDED CLEANUP ALTERNATIVE**

The recommended cleanup alternative is Alternative #3 – Offsite Disposal of All Excavated Soils. While this is the most expensive option, the City has not identified an area of the Park where these soil may be reused at this time. In addition, this alternative relieves the City from recording an environmental covenant and managing access and Park maintenance activities within the designated repository. This option enables the City and Parks department to efficiently proceed with the proposed redevelopment activities.

# ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL

References  
December 22, 2016

## 7.0 REFERENCES

GenEngineers. 2014. *Phase I Environmental Site Assessment, Riverfront Park, 610 West Spokane Falls Boulevard, for City of Spokane*. October 7.

GenEngineers. 2016. *Soil Stockpile Management Plan, Riverfront Park Redevelopment Project, Spokane, Washington, for the City of Spokane*. June 23.

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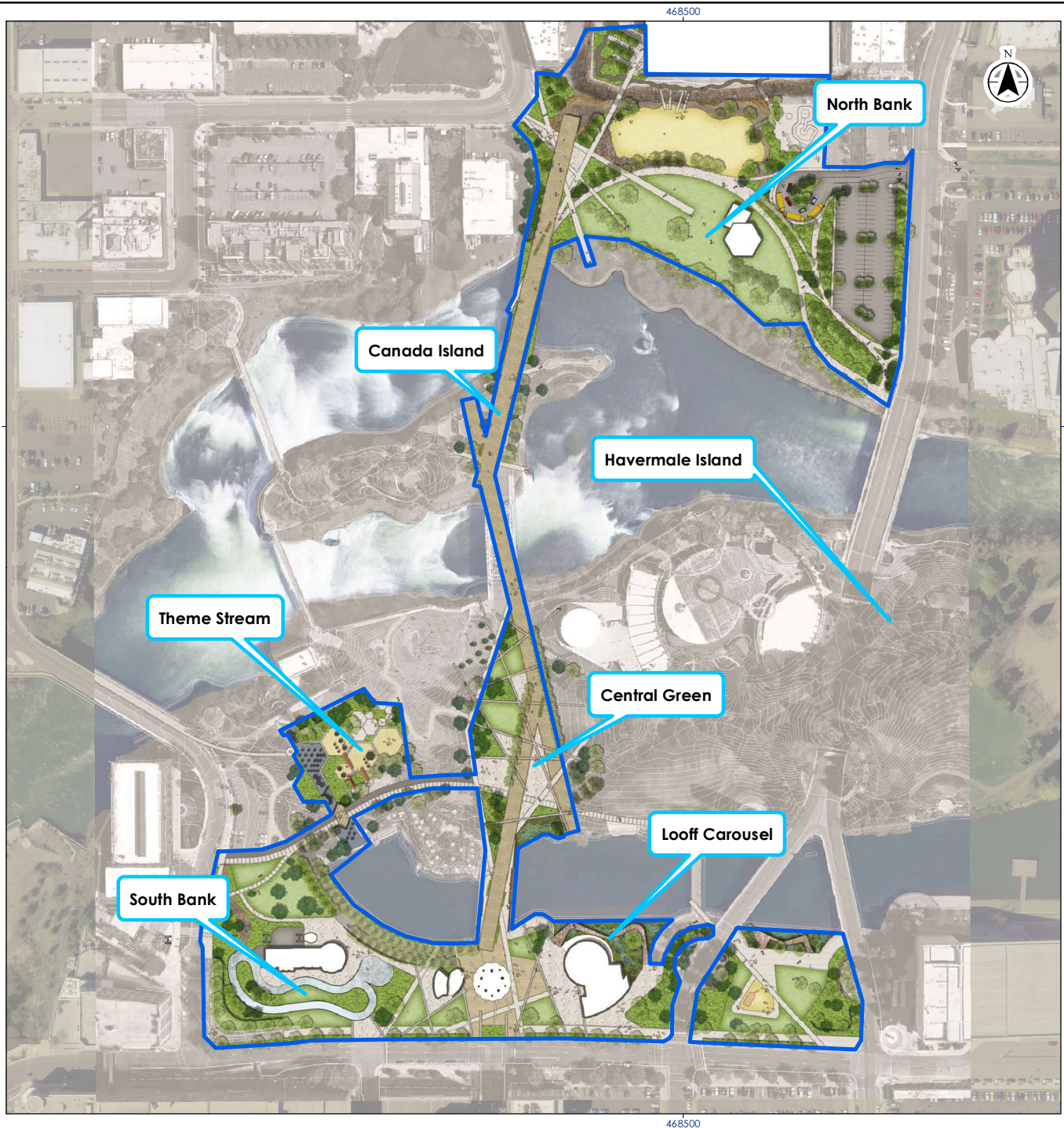
GeoEngineers. 2016. *Phase II Site Assessment Report, Riverfront Park, Spokane, Washington, for City of Spokane Parks and Recreation*. November 28.

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<https://fortress.wa.gov/ecy/publications/documents/94115.pdf>.

DRAFT

## FIGURES





 **Planned Development Areas**

#### Notes

1. Coordinate System: NAD 1983 UTM Zone 11N
2. Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri

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Feet  
1:3,600 (at original document size of 8.5x11)



Project Location  
Riverfront Park  
Spokane, WA

Prepared by JDN on 2016-12-20  
Technical Review by CG on 2016-12-20  
Independent Review by CG on 2016-12-20

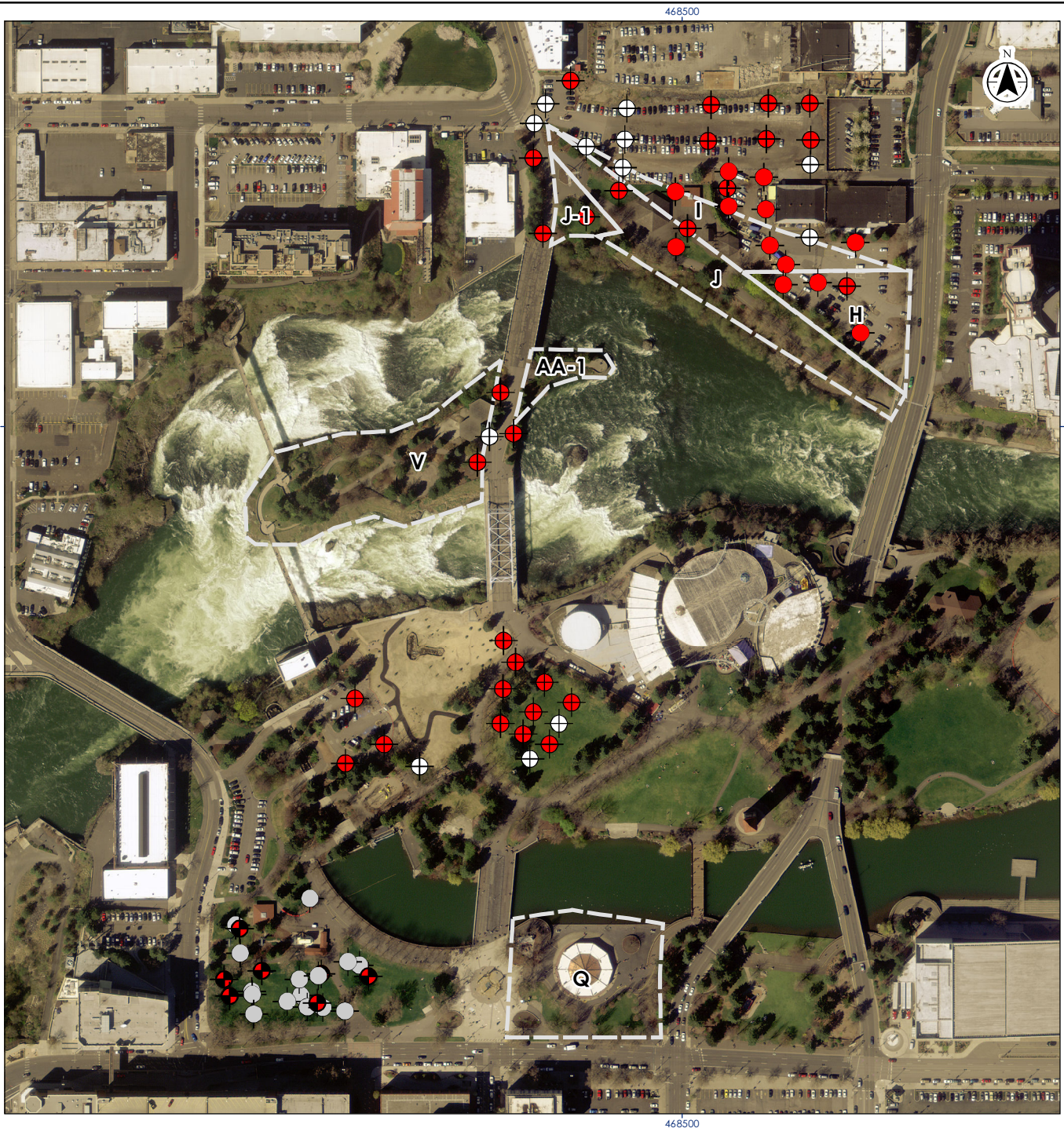
Client/Project  
City of Spokane  
Analysis of Brownfield Cleanup Alternatives

Figure No.







1

Title  
**Planned Development Areas**





**Notes**  
 1. Coordinate System: NAD 1983 UTM Zone 11N  
 2. Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

-  Previous Exploration Location. Exceeds MTCA Method A Cleanup Criteria
-  Previous Exploration Location (Approximate)
-  Previous Exploration Location (Approximate). Exceeds MTCA Method A Cleanup Criteria
-  GeoEngineers Direct Push Locations - September 2016
-  GeoEngineers Direct Push Locations - September 2016. Exceeds MTCA Method A Cleanup Criteria
-  Historical Parcel Boundary

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Project Location  
 Riverfront Park  
 Spokane, WA

Prepared by JDN on 2016-12-20  
 Technical Review by CG on 2016-12-20  
 Independent Review by CG on 2016-12-20

Client/Project  
 City of Spokane  
 Analysis of Brownfield Cleanup Alternatives

Figure No.  
**2**

**Historical Parcel Boundaries and  
 Previous Investigations**

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## TABLE 3

**ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES (ABCA) FOR RIVERFRONT PARK, TARGET AREA A, SOUTH BANK – LOOFF CAROUSEL**

December 22, 2016

**Table 3 -Projected Soil Cleanup Costs**

Looff Carrousel  
Riverfront Park Redevelopment  
Spokane, Washington

	<b>Alternative Cost</b>	<b>Total Cost</b>
<b><u>Alternative 1-No Action</u></b>		
No action taken	\$ -	\$ -
<b><u>Alternative 2-Reuse Onsite and Engineered Barriers</u></b>		
Contractor mobilization/demobilization	\$ 15,000	\$ 200,900
Move 3,200 CY of impacted/contaminated soil to the designated stockpile area	\$ 67,200	
Earthworks (3,200 CY of impacted/soil + 1,500 CY of clean fill; 4,700 CY) and construction of on-site repositories	\$ 98,700	
Consultant oversight and reporting	\$ 20,000	
<b><u>Alternative 3-Off-Site Disposal</u></b>		
Contractor mobilization/demobilization	\$ 15,000	\$ 418,300
Off-site disposal of 3,200 CY (4,480 tons) of Impacted/contaminated soil at \$85/ton	\$ 380,800	
Consultant oversight and reporting	\$ 22,500	

# **ATTACHMENT E**

## **Community Notification**

VIA E-MAIL  
legals@spokesman.com

## MEMORANDUM

TO: Spokesman-Review  
FROM: City of Spokane Planning & Development Services  
DATE: December 12, 2016  
Please publish the information noted below on 12/8/2016

Bill to: [tstripes@spokanecity.org](mailto:tstripes@spokanecity.org) and [bdsinfo@spokanecity.org](mailto:bdsinfo@spokanecity.org)

Planning & Development Services Account #18442  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

If you have any questions about this notice, please call Teri Stripes at 509-625-6597.  
Thank you.

**Public Open House for Spokane's Fiscal Year 2017 U.S. EPA Brownfield  
Cleanup Grant Applications Submittal  
December 12, 2016 at 8:30AM-10:30AM  
City Council Briefing Center, Lower Level, City Hall  
808 W. Spokane Falls Blvd.**

Notice is hereby given that the City of Spokane intends to apply for three United States Environmental Protection Agency (U.S. EPA) Brownfield Cleanup Grants for the Riverfront Park Redevelopment Property generally located at 507 North Howard Street in Spokane, Washington. The DRAFT Analysis of Brownfield Cleanup Alternatives and proposal documents are available online at <https://static.spokanecity.org/documents/projects/draft-cos-riverfront-park-abca.pdf> for viewing in person at City Hall, 3rd floor Planning Dept see Teri Stripes, or by attending a public open house meeting (see meeting info above). All persons are welcome to attend and comment. Comments pertaining to the proposed applications should be sent to City of Spokane, Teri Stripes, [tstripes@spokanecity.org](mailto:tstripes@spokanecity.org), 808 W Spokane Falls, Blvd, 99201 and will be accepted until December 21, 2016.

***AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible. The Council Briefing Center is equipped with an audio loop system for persons with hearing loss. Individuals requesting reasonable accommodations or further information may call, write, or email Chris Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ccavanaugh@spokanecity.org](mailto:ccavanaugh@spokanecity.org).***

Public Open House for Draft Review & Comments on the Riverfront Park ABCA for EPA Cleanup Grant Applications  
12 December, 2016

	Name	Phone	Email	Affiliation
1	Boris Borison	509-625-6156	bbrison@spokanecity.org	Spokane City
2	Melissa Owen	509-625-6863	mowen@spokanecity.org	Spokane City
3	Matt Lower		mlower@spokanecity.org	Spokane City
4	Andrew Worlock	509 625-6991	aworlock@spokanech.org	Spokane City
5	Bryan Schaeffer	x7002	bschaeffer@spokanefire.org	SFD
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

**Riverfront Park Analysis of Brownfield Cleanup Alternatives (ABCA) – Public Comment**

Date: \_\_\_\_\_

Do you wish to provide verbal comments? Yes \_\_\_\_\_ No \_\_\_\_\_

**PLEASE NOTE:** Public comments are limited to three minutes each. Time for public comments will be provided at the end of the meeting.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please PRINT legibly)

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_



The Spokesman-Review will not be liable for a failure to publish an advertisement or for a mistake made in an advertisement, except to the extent of the cost of the advertisement for the first day's insertion.

For your protection, be aware of fraud and scam artists. Watch out for buyers who offer more than your asking price and ask to have money wired back to them. Trust your instincts and be wary of someone using an escrow service or agent to pick-up your merchandise, and never give out personal financial information. The Spokesman-Review wants you to protect yourself, so our representatives will never request your credit card or account password information in an email.

NOTICES

1

**001 LEGAL NOTICES**

**CITY OF DEER PARK**  
**N. DALTON FIELD WELL #3**  
**SPOKANE COUNTY, WASHINGTON**

**INVITATION TO BID**

The City of Deer Park will receive sealed bids for the N. Dalton Field Well #3, at the City of Deer Park City Hall, 316 E Crawford Ave. Deer Park, WA 99006 until 10:00 a.m., December 22, 2016.

This project consists of drilling, developing and testing a new municipal well source nominally 20" in diameter in accordance with the contract documents and specifications.

All bid proposals shall be accompanied by a bid proposal deposit in certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful Bidder fail to enter into such contract and furnish satisfactory performance bond or quality assurance submittals within the time stated in the contract documents, the bid proposal deposit shall be forfeited to the **City of Deer Park**. Each Bidder shall warrant that he has not entered into collusion with another bidder or any other person, and does not discriminate in any manner against any person based solely on race, color, sex, or creed.

Plans and specifications can be obtained at J-U-B ENGINEERS, Inc. 422 W. Riverside Ave. Suite 304 Spokane, WA 99201 for a non-refundable fee of Ten Dollars (\$10.00) per set.

Plans and specifications, including bid forms and contract documents, may be examined at the following locations:

- ◆ City Hall, City of Deer Park, 316 E. Crawford Ave, Deer Park, Washington
- ◆ J-U-B ENGINEERS, Inc., 422 W. Riverside Ave., Suite 304, Spokane, Washington

Only properly executed proposals submitted on the forms furnished by the **City of Deer Park** will be accepted. The **City of Deer Park** reserves the right to reject any or all bids, to waive any informalities, to accept any bid deemed to be responsive in the best interest of the **City of Deer Park**, and reserves the right to re-advertise for new proposals.

The **City of Deer Park** is an Equal Opportunity Employer. Minority and women-owned businesses are encouraged to bid.

Publish Dates:  
December 1st and 8th, 2016  
Spokesman Review

Robert Whisman, Mayor  
Name and Title SR31829

December 7, 2016

NOTICE TO SUBCONTRACTORS  
AND MATERIALMEN

The State of Washington, Community Colleges of Spokane, acting by and through the Department of Enterprise Services, Engineering & Architectural Services, hereby advises all interested parties that Contract No. 2014-237 G, Work Order No. 88 for Project No. 2016-182, SFCC Entry Door Replacements Buildings 5 & 6, Spokane, WA with Burton Construction, Inc., 3915 E. Nebraska Ave., Spokane, WA 99217, has been accepted as of December 7, 2016.

The lien period for filing any liens against this contract's retained percentage is now in effect. Any liens filed after January 21, 2017 shall be filed as not valid.

State of Washington  
Department of Enterprise Services  
Engineering & Architectural Services SR31859

FOR ASSISTANCE OR  
QUESTIONS REGARDING  
A LEGAL ADVERTISEMENT  
PLEASE CALL  
(509) 459-5121 or Toll Free 800-338-8801  
Extension 5121 Weekdays.  
e-mail: [legals@spokesman.com](mailto:legals@spokesman.com)

**001 LEGAL NOTICES**

**Public Open House for Spokane's Fiscal Year 2017 U.S. EPA Brownfield Cleanup Grant Applications Submittal**  
**December 12, 2016 at 8:30AM-10:30AM**  
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NOTICE OF SERVICE OF PROCESS BY PUBLICATION. STATE OF NORTH CAROLINA in the DISTRICT COURT OF DURHAM COUNTY, **YESENIA ELIZABETH RECINOS GALAN, plaintiff v. NELSON GIOVANNI GRANADENOS LOPEZ**, defendant, 16-CVD-1059; **NELSON GIOVANNI GRANADENOS LOPEZ**: Take notice that a pleading seeking relief against you has been filed in the above-entitled action. The nature of the relief being sought is as follows: **CHILD CUSTODY**. You are required to make a defense to such pleading no later than December 1, 2016, and upon your failure to do so the party seeking service against you will apply to the court for the relief sought. This, the \_\_\_\_ day of \_\_\_\_\_, 2016. Hila Moss, Esq. 3824 Barrett Drive Suite 200 Raleigh, NC 27609.

AVISO DEL SERVICIO DEL PROCESO POR PUBLICACIÓN. ESTADO DEL CAROLINA DEL NORTE en el TRIBUNAL DE DISTRITO del Condado de DURHAM, **YESENIA ELIZABETH RECINOS GALAN, demandante v. NELSON GIOVANNI GRANADENOS LOPEZ (D)**., demandada, 16-CVD-1059; **NELSON GIOVANNI GRANADENOS LOPEZ (D)**: Tome nota, que una defensa procesal que buscan un desagravio contra Usted ha sido presentada en la acción de anteriormente titulada. La naturaleza del desagravio que se pretende es la siguiente: **CUSTODIA DE LOS HIJOS**. Se requiere que Usted haga una respuesta o contestación a esa declaración a no más tardar el 1 de Diciembre, 2016, y sobre el hecho de no hacerlo, la parte que solicita el servicio contra Usted, recurra a los tribunales para que el reclamo sea solicitado. Esto, de \_\_\_\_\_, 2016 Hila Moss, Esq. 3824 Barrett Drive Suite 200 Raleigh, NC 27609.

**LEGAL ADVERTISING**

**24-HOUR FAX LINE**  
**(509) 622-1189**

**or Call (509) 459-5121**  
**FOR FURTHER INFO**

**E-mail:**  
**[legals@spokesman.com](mailto:legals@spokesman.com)**

**COPY RECEIPT DEADLINES:**

**NOON THE DAY**  
**BEFORE PUBLICATION.**

(Noon Friday for Saturday,  
Sunday, or Monday publication)

SOME  
EXCEPTIONS DO APPLY.

**001 LEGAL NOTICES**

The State of Washington, Department of Transportation is acquiring property and/or property rights for the SR395 Spokane River To Joseph Avenue project. Negotiations to acquire the property described below have reached an impasse so the State is preparing to submit to the Attorney General's Office a request for acquisition of this property and/or property rights through a condemnation action. This is done to assure that the rights of the individual property owner, and the rights of all the taxpayers of the state are equally protected.

The final action at which the State as condemner will decide whether to authorize the condemnation of the property will take place on Thursday, December 15, 2016 at 1:00 PM, at 2714 N. Mayfair Street, Real Estate Services Building, Spokane, WA 99207. The property owner may provide information for the State to consider at this meeting. Provide information to Timothy P. Golden, Real Estate Services Manager, at 509-324-6280. Written information may be submitted to the Washington State Department of Transportation, Attn: Timothy P. Golden, Real Estate Services Manager, 2714 N. Mayfair St., Spokane, WA 99207, prior to the meeting.

Assessed Owner:  
Empire Investments, LLC  
Property Address:  
3500 E. Wellesley Ave.  
Spokane, WA 99217  
Tax Parcel Number:  
portion of 35032.3006  
Brief Legal Description:  
Portion of Block 106, North Minnehaha Addition, Except the South 6.43 feet thereof.  
SR31828

**CITY OF SPOKANE VALLEY PLANNING COMMISSION OPENINGS**  
The City of Spokane Valley seeks **two members** to serve on the City of Spokane Valley's Planning Commission. Terms are for three-years. The Commission studies and makes recommendations to the City Council for future planned growth as directed by the City Council. Qualifications include having an interest in planning, land use, transportation, capital infrastructure, and building and landscape design as evidenced by training, experience, or interest in the City of Spokane Valley. Commission members are nominated by the Mayor and confirmed by a majority vote of City Councilmembers. The appointments are tentatively scheduled to be made at the **January 3, 2017** Council meeting. Members are selected without respect to political affiliations and serve without compensation. **Members must reside within the city limits of Spokane Valley.** The Commission generally meets at 6:00 p.m. on the 2nd and 4th Thursdays. Applications may be obtained from the City's website at <http://www.spokanevalley.org/volunteer> or by contacting Chris Bainbridge, City Clerk, 509-720-5102. The deadline to submit applications has been extended, and applications must be received by the **Spokane Valley City Clerk Chris Bainbridge** no later than **4:00 p.m., Monday, December 19, 2016**. The term for these positions will begin January 2017. Christine Bainbridge, MMC Spokane Valley City Clerk **PUBLISH: Dec 8 and 15, 2016** SR31858

http://www.spokanevalley.org/volunteer  
or by contacting Chris Bainbridge, City Clerk, 509-720-5102. The deadline to submit applications has been extended, and applications must be received by the **Spokane Valley City Clerk Chris Bainbridge** no later than **4:00 p.m., Monday, December 19, 2016**. The term for these positions will begin January 2017. Christine Bainbridge, MMC Spokane Valley City Clerk **PUBLISH: Dec 8 and 15, 2016** SR31858

COMMUNITY NOTICES

19

**020 LOST/STOLEN**

LOST BLACK FEMALE MINI SCHNAUZER IN CHENEY She's 9 years old so there's some grey. Last wearing a turquoise studded collar with tag and red bow. Answers to the names "Petunia," and "Baby Bear." (509) 294-7908 [hgeann@gmail.com](mailto:hgeann@gmail.com)

**021 FOUND**

FOUND CAT Grey tabby cat, female, white face and paws. Found Nine Mile Falls area. (509) 467-6093

FOUND Small childs bike at Wandermere shopping center. Call to identify. (509)220-4458

**028 PERSONALS**

I, William E. Hughes, will not be responsible for debts incurred by anyone other than myself. December 15, 2016

**047 ACTIVITIES AND EVENTS**

**\*\*ART, CRAFT & BOOK SALE\*\*** 927 S Perry, Spokane-Sat 12/10-10a-2p - Books \$1 or less, Japanese Art, Jewelry, Ceramics, Cards, Lavender, Paintings And More! 509-534-7954 Spokane Buddhist Temple

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**BRIDGE | Bobby Wolff, United Feature Syndicate**

*"O for a life of sensations rather than of thoughts!"*  
— John Keats

Today's deal from a teams match saw both declarers sensibly treat the South hand as worthy of a weak two, in first seat non-vulnerable. The playing strength from the diamonds and the internal solidity of the spades more than made up for the missing high honors.

When North raised to game, both Wests led the club king. Each declarer saw that the easiest route to 10 tricks would come from ruffing three diamonds in dummy. First the club loser would be discarded on the heart king, and then they could embark on a cross-ruff.

In both rooms, declarer took his discard, ruffed a club to hand, then trumped a diamond. Now, how to come back to hand to ruff the second diamond? At one table, South played the odds, which favored a 4-3 heart break rather than a 3-3 club break. He played a third heart and ruffed it, and could next ruff a diamond and play a third club. Now he could not be prevented from coming to 10 tricks.

In the other room, West devously dropped his heart queen on the second round of the suit. Again, declarer ruffed a club, then a diamond, but on trick six (knowing that West still had the club queen left) he tried a club. East accurately ruffed in with the trump ace and played another trump. That let West take his king and lead another trump, to prevent South from ruffing any more diamonds. So declarer had to lose two spade tricks and eventually two diamond tricks.

**NORTH**12-8-A

♠ J 7 4  
♥ A K 10 4 2  
♦ ---  
♣ A 10 8 5 3

**WEST**  
♠ K 2  
♥ Q 9 8  
♦ 10 8 3 2  
♣ K Q 9 6

**EAST**  
♠ A 5  
♥ J 7 6 3  
♦ A Q 9 7 5  
♣ J 4

**SOUTH**  
♠ Q 10 9 8 6 3  
♥ 5  
♦ K J 6 4  
♣ 7 2

Vulnerable: East-West  
Dealer: South

The bidding:  
South West North East  
2 ♠ Pass 4 ♠ All pass

Opening Lead: Club king

**BID WITH THE ACES**

12-8-B

South holds:  
♠ J 7 4  
♥ A K 10 4 2  
♦ ---  
♣ A 10 8 5 3

South	West	North	East
1 ♥	Pass	1 NT	Pass
2 ♣	Pass	2 ♠	Pass
?			

ANSWER: The two-spade call is artificial (as partner can't hold spades). It suggests at least a high-card raise to three clubs, a direct club raise being more about shape than high cards. Your extra shape makes your hand worth at least a shot at game, but should you make a splinter jump to four diamonds? That may direct the spade lead, but bear in mind that your RHO didn't double two spades, so I vote for the splinter.

**ALL THINGS BEER**

Rick Bonino is your guide to:

- New Beers • Special Events • 7 Sips
- Brewery & Tap House Profiles

24/7 on

**MOBILE & ONLINE**

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## Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

12/22/2016

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

### 8. APPLICANT INFORMATION:

\* a. Legal Name:

City of Spokane

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

91-6001280

\* c. Organizational DUNS:

1155281890000

### d. Address:

\* Street1:

808 W Spokane Falls Blvd

Street2:

\* City:

Spokane

County/Parish:

\* State:

WA: Washington

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

99201-3329

### e. Organizational Unit:

Department Name:

Planning & Development Service

Division Name:

Neighborhood & Business Service

### f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

\* First Name:

Teri

Middle Name:

Lorraine-Cameron

\* Last Name:

Stripes

Suffix:

Title:

Assistant Planner

Organizational Affiliation:

\* Telephone Number:

509.625.6597

Fax Number:

509.625.6013

\* Email:

tstripes@spokanecity.org



## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Environmental Protection Agency

### 11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

### \* 12. Funding Opportunity Number:

EPA-OLEM-OBLR-16-09

\* Title:

FY17 Guidelines for Brownfields Cleanup Grants

### 13. Competition Identification Number:

NONE

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Riverfront Park - Targeted Cleanup Area A  
Cleanup of Hazardous Substances during the Riverfront Park Revitalization

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

WA05

\* b. Program/Project

WA05

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

09/01/2017

\* b. End Date:

08/31/2019

**18. Estimated Funding (\$):**

* a. Federal	200,000.00
* b. Applicant	40,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	240,000.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

\* First Name:

Teri

Middle Name:

Lorraine-Cameron

\* Last Name:

Stripes

Suffix:

\* Title:

Assistant Planner

\* Telephone Number:

509.625.6597

Fax Number:

509.625.6013

\* Email:

tstripes@spokanecity.org

\* Signature of Authorized Representative:

Teri Stripes

\* Date Signed:

12/22/2016